

## Requests for Quotes

### **HVAC Services at Nature's Cove**

**Due Date:** March 21, 2014

*Check KCDC's web page for addenda and changes before submitting your quote.*

**Due Time:** By 11:00 a.m. (as shown by KCDC's clock)

**Quote Number:** Q1417

**Deliver Quotes to:** Knoxville's Community Development Corporation  
Purchasing Division  
901 Broadway N.E.  
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes  No

**Pre-Quotation Meeting:** Yes-*Read this specification prior to the meeting.*

**Pre-Quotation Meeting Date:** March 13 at 8:30 a.m. in the Commons Room at Nature's Cove,  
2639 Bakertown Road in Knoxville, Tennessee.

**Site Tour:** Immediately following the pre-bid meeting.

**Award Results:** KCDC posts the award decision and the tabulation to its web page at  
<http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx>.



## **General Instructions to Vendors**

### **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 seventeen housing properties with approximately 3,800 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. The purpose of this solicitation is to select a vendor to provide and install new HVAC units at KCDC's property, Nature's Cove, which is located at 2639 Bakertown Road in Knoxville, Tennessee. The details are provided herein.
- d. This work must be completed and billed by June 5, 2014. There will be no extensions.
- e. There will be a minimum of 25 and a maximum of 38 apartments receiving new HVAC units. Costs quoted will determine how many will be done.

### **2. CHANGES AFTER AWARD**

It is possible that after award the KCDC might change its needs or requirements. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to accept the charges provided the vendor documentation of the costs. KCDC reserves the right to make such changes after consultation with the vendor.

KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

### **3. CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national, state and local codes, ordinances, and orders that are in effect at the time the work is performed. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor.

### **4. DAMAGE**

The awarded vendor is responsible for any and all damage to buildings, equipment, grounds, premises and all other types of potential resulting from the provision of the services requested herein.

### **5. EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment that has the ability to clearly speak, read, write, and understand the English language.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC’s premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor.

7. **EQUIPMENT:**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

FACTORS	MAXIMUM POINTS
Cost	100
Total	100

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions may be found at [www.kcdc.org](http://www.kcdc.org). Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” The vendor may wish to review certain applicable HUD instructions- which can also be found on KCDC’s web site.

10. **IDENTIFICATION**

The vendor's employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

11. **INSURANCE**

The contractor shall maintain, at contractor's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better. Upon award, the contractor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract

- a. ***Commercial General Liability Insurance:*** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. ***Automobile Liability Insurance:*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. ***Workers' Compensation Insurance and Employers Liability Insurance:*** with statutory limits as required by the State of Tennessee or other applicable laws.

d. ***Other Insurance Requirements:*** Contractor shall:

1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation  
Attn: Contracting Officer  
901 Broadway, NE  
Knoxville, TN 37917

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor. Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.

- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

12. **LICENSING**

Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the vendor shall maintain the required licenses.

In addition to any City or County licenses that may be required, all bidders must be licensed contractors as required by the “Contractor’s Licensing Act of 1994” as mandated by the State of Tennessee. The bidder must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. An envelope coversheet is provided at the end of this document for your convenience in providing this information.

If the cost of this project reaches or exceeds \$25,000, the State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work. However, KCDC will abide by any opinions or rulings that the State Contractor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications irrespective of the timing of the change.

- CMC
- CMC-C
- HVAC
- MC
- MC-C

13. **LIQUIDATED DAMAGES**

Liquidated damages shall apply at \$500.00 per calendar day for each day beyond the scheduled completion date, and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

14. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, met normal professional standards and is subject to KCDC’s approval. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

15. **MEASUREMENTS AND DRAWINGS**

Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions. Where the vendor's work is to join another trade, the vendor's shop drawings shall show actual dimensions and the method of joining the work of those trades.

16. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule, and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits in regard to completed work.

17. **QUESTIONS**

Questions pertaining to this document should be submitted via email with "Questions about HVAC Services" in the subject line, at least five days prior to the due date to [purchasing@KCDC.org](mailto:purchasing@KCDC.org).

18. **REPORTING**

HUD requires that for federal grant awards of \$25,000 or more made after October 1, 2010, prime grant awardees (i.e. KCDC) must report associated first -tier sub-grants or sub-contracts of \$25,000 or more and prime awardee executive compensation data (of the top five paid executives) to the federal government. At this time, this applies only to "capital" funds. Upon award and if KCDC has the need, the successful vendor will be required to report this information to KCDC so that KCDC can then properly record it as the federal government requires.

19. **RENOVATION, REPAIR AND PAINTING RULE**

Vendors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. Prior to starting work for KCDC, the vendor must submit proof of the applicable certification. Such certification must be kept current throughout the life of the contract.

However this apartment complex was constructed in the early 1980's and thus appears to be exempt from these regulations.

Additional information can be found on the internet at:

a. HUD's website:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp)

b. State of Tennessee's website:

<http://www.state.tn.us/environment/swm/leadpaint/>

20. **SAFETY DATA SHEETS (SDS)**

Vendors are advised that SDS must be provided for each product intended for use within the KCDC system. *As work is performed*, submit the SDS to the property managers at each site.

21. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/ftheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
  1. Is at least 51% owned by a Section 3 resident; or
  2. Employs Section 3 residents for at least 30% of its employee base; or
  3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.



22. **SECURITY**

The successful vendor is responsible for providing (if necessary) any and all security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

23. **SITE EXAMINATION**

a. Vendors are required to visit the site and become fully acquainted and familiar with conditions, as they exist, and the operations to be carried out. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities, and complexities that may be encountered when executing the work.

b. The failure or omission of the vendor to:

- Receive or examine the solicitation document or any part of the specifications
- To visit the site(s)
- Acquaint themselves as to the nature and location of the work,
- Acquaint themselves with the general and local conditions and all matters which may in any way affect performance

Shall not relieve the vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

c. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read and are familiar with the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its bid.

24. **STORAGE**

KCDC sites have very limited storage space for vendors to access. Accordingly, vendors are responsible for the storage of materials and their security. If possible, KCDC will allow vendors to use space but the safety and security of the items stored is solely the responsibility of the vendor.

25. **SUBCONTRACTORS**

a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.

b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.

- c. Vendors may not use the services of other vendors/subcontractors not named in the solicitation response without prior written permission from KCDC. If at any time during the term of the resulting award/contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.

26. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will have to make arrangement for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for vendors as long as they are currently available at the area.
- c. The vendor must ascertain the availability of utilities for this work prior to submitting a bid or quote.

27. **WAGE COMPLIANCE**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. The successful vendor is required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful vendor's employees must be paid at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters must be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>.
- d. KCDC personnel will conduct on-site interviews of the vendor's employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

28. **WAGE COMPLIANCE (DAVIS BACON)**

As a federally funded project, Davis Bacon Wage Requirements apply to this work. This means:

- a. The successful vendor is required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful vendor's employees must be paid at least weekly pursuant to the Davis Bacon determination listed herein.

- c. Wage Posters must be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx> .
- d. KCDC personnel will conduct on-site interviews of the vendor’s employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

General Decision Number	TN130023
Date	01-04-13
State	Tennessee
Construction Types	Residential
Counties	Anderson and Knox
Residential	Consisting of single family homes and apartments up to and including four stories
Modification Number	0

- f. Classifications and rates:

<b>Classifications and Rates</b>	<b>Rate</b>	<b>Fringes</b>
Bricklayer	\$12.72	\$0.00
Carpenter (including cabinet installation)	\$13.89	\$0.00
Cement Mason/Concrete Finisher	\$16.00	\$0.00
Electrician	\$18.52	\$2.32
Laborer: Common or General	\$8.00	\$0.00
Laborer: Landscape	\$12.33	\$0.30
Operator: Backhoe	\$13.17	\$0.00
Plumber	\$17.50	\$0.00
Roofer (including shake and shingle)	\$10.25	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- g. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). To request an additional classification:
  1. Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees have been consulted by the rate and are in agreement with the rate.
  2. The rate bears a reasonable resemblance to other rates on the classification.
  3. If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Contractor who then sends a cover letter to KCDC.
  4. KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the vendor revise the request.

5. HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
  6. The Department of Labor will either approve the request or recommend a different minimum rate.
  7. HUD will notify KCDC of the decision.
  8. Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the vendor. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.
- h. These requirements apply to all subcontractors that may be used by the successful vendor.
  - i. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid. In all cases however, KCDC is required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.
29. **WARRANTY**  
The materials and labor for this project are to be warrantied to the manufacturer's specification or better.
  30. **WORK HOURS**  
Acceptable work hours are Monday through Saturday from 7:30 a.m. until 5:30 p.m. Work on Sundays or holidays will require advance approval by KCDC.

## Scope of Work

1. **SCOPE OF WORK**  
The vendor will furnish all labor and materials to replace the existing split system HVAC units at the Nature's Cove apartment complex with new heat pump type split system HVAC units. Nature's Cove has up to 38 two bedroom apartment units with existing HVAC units that are proposed for replacement with new units. The final number replaced will depend upon the prices offered by vendors.
2. **SPECIFICATIONS**
  - a. Remove existing HVAC units.
  - b. Evacuate refrigerant as per EPA and Federal specifications and remove existing refrigerant lines, cut and cap as needed and seal where the lines enter and exit the walls.
  - c. When removing existing indoor units, check the box they are sitting on and repair any damage and remove any debris. Fabricate a transition box from the existing supply duct to the new air handler to the new unit. It must fit the existing ducts.

- d. Install new three-inch pump up pads on top of the existing pads. The vendor will put the appropriate size pop up pads to accommodate the outdoor units.
- e. Install new outdoor units and indoor air handlers in each designated apartment.
- f. Products specified:
 

Outdoor heat pump:	Bryant model BH14NA024
Indoor unit:	Bryant model FB4CNP030
Down flow application kit:	KFADC0101SLP
Gasket kit:	KFAHD0101SLP.
Thermostat:	Honeywell TH3210D1004
Filters:	Bryant #KFAFK0212MED
- g. Indoor units are to have “field installed” 7.5 KW heating units.
- h. Install new disconnects in the air handler enclosure to match the amperage requirement of the furnace.
- i. Refrigerant lines are to be 3/8” OD liquid lines and 5/8” OD vapor lines.
- j. Run new ACR line sets on the vapor side and soft copper on liquid, from the outdoor unit to the indoor units. Liquid lines are to be insulated with 3/4” wall thickness insulation tubing. Lines are to be soldered as per manufacturer’s recommendations and as per industry standards. Rigid lines are to be used if needed to accomplish sharp 90<sup>o</sup> turns where needed to ensure lines fit inside the pre-fab enclosures. Lines are to be run down through the floor of the upper level and across the ceiling of the lower level.
- k. The completed HVAC system is to be vacuum tested and charged as per the manufacturer’s recommendations and industry standards.
- l. New thermostat wire is to be run with line sets from the indoor to the outdoor units and from the air handler to the thermostat using a minimum of 8-conductor 18-gauge thermostat. The existing thermostat is to be moved from the side of the equipment room wall to the front. Use 18/8 wire for this process.
- m. All exposed line sets on the interior of the apartments are to be enclosed in a prefab metal or DiversiTech Speedichannel or prior approved equal. Lines at the exit points of the building are to be sealed to exclude insects and vermin.
- n. Condensate lines in air handler enclosures are to be run in 3/4“ PVC and enclosed with refrigerant lines on the interior of the apartments. Condensate lines on the exterior of building are to be surface mounted to the brick and terminated at the rear of the apartment at ground line with a 90-degree turn out. Install 3/4” PVC drain line with an Easy Trap at the fan coil so lines can be accessed in the future for cleaning. Drain lines will also run to the exterior and be encased in Speedi Channel.
- o. Install new filters in the top of the new air handlers using a Bryant # KFAFK0212MED filter.

- p. All units are to be adequately charged and tested to ensure proper operation.
- q. Four condenser units will be retained by KCDC. The units to be retained will be marked with white paint dots.
- r. Vendors will own the removed materials and quotes should be reflective of any salvage value of units (copper, et cetera).

3. **EQUIVALANTS**

KCDC will consider equivalents to the items listed above but approval must be requested in advance. Submit details of proposed units (for any item noted above for which you are not bidding the brand and model specified) to [purchasing@kcdc.org](mailto:purchasing@kcdc.org). Additionally KCDC reserves the right to require physical samples if they are needed. Once items are approved as equivalents, KCDC will post the information to its webpage for all interested vendors.

**THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED.**

**HVAC Services at Nature's Cove Q1417**  
**Solicitation Document A    General Response and Cost Section**

**General Information about the Vendor**

<b>Sign Your Name to the Right of the Arrow</b> →	
<b>Printed Name and Title</b> →	
<b>Company Name</b> →	
<b>Street Address</b> →	
<b>City/State/Zip</b> →	
<b>Contact Person (Please Print Clearly)</b> →	
<b>Telephone Number</b> →	
<b>Fax Number</b> →	
<b>Cell Number</b> →	
<b>Vendor's e-mail address (Please Print Clearly)</b> →	

**Please acknowledge addenda have been issued by checking below as appropriate:**

**None:**  Addendum 1    Addendum 2    Addendum 3    Addendum 4    Addendum 5  

**Addenda are not mailed but posted at [www.kcdc.org](http://www.kcdc.org). Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.**

**Statistical Information**

**This business is owned & operated by persons at least 51% of the following ethnic background**

**White** <sup>1</sup>                       **Black** <sup>2</sup>                       **Native Americans** <sup>3</sup>   
**Hispanic** <sup>4</sup>                       **Asian/Pacific** <sup>5</sup>                       **Hasidic Jew** <sup>6</sup>

**As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:**

**Small Business**                       **Section 3**                       **Woman Owned**

<b>Cost per apartment</b>	\$	
<b>Total Cost if 48 Apartments are done</b>	\$	
<b>Cost for additional specified filters (not installed)</b>	\$	<b>each</b>
<b>Cost for additional Thermostats (not installed)</b>	\$	<b>each</b>

The undersigned agrees that the following conditions are or will be met.

**NON-COLLUSION AFFIDAVIT**

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor 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, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**AFFIDAVIT OF ELIGIBILITY**

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. 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 responder.

**CONFLICTS OF INTEREST CERTIFICATION**

No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.









**Solicitation Document B    Affidavits-Continued**

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the bid submitted in response to this solicitation is in full compliance with the listed requirements.

<b>ITEM</b>	<b>RESPONSE</b>
<b>Signed by</b> 	
<b>Printed Name</b> 	
<b>Title</b> 	
<b>Subscribed and sworn to before me this date</b> 	
<b>By (Notary Public)</b> 	
<b>My Commission Expires on</b> 	

**HVAC Services at Nature's Cove Q1417**  
**Solicitation Document C      References**

**Provide references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.**

**One**

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

**Two**

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

**Three**

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

**HVAC Services at Nature's Cove Q1417**  
**Solicitation Document D HUD Form 5369C**

**Certifications and Representations of Offerors**

**Non-Construction Contract**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company 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.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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:*

(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror'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)(1) 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)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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

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(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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

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

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*Signature & Date:*

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*Typed or Printed Name:*

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*Title:*

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**CAUTION!!**

State Law requires certain bidder license information be on the front of your envelope-if the cost exceeds \$25,000. As a condition of holding your license, you are to know these requirements. KCDC provides the following page, the envelope cover sheet, as a courtesy. **You** are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your bid.

For more information go to: <http://www.state.tn.us/commerce/boards/bidders/index.html>


**Attach the following page, when properly completed, to the front of your bid envelope.**

**Do not put it inside the envelope.**

**Do not put it on the USPS/Fed Ex/UPS envelope**

**THIS PAGE DOES NOT NEED TO BE RETURNED.**

<b>Bid/Contract Name</b>	HVAC Services at Nature's Cove
<b>Bid/Contract Number</b>	Q1417
<b>Bid Due Date/Time</b>	03-21-14 at 11:00 a.m.

<b>Bidder's/Firm's Name</b> 	
<b>State of Tennessee Contractor's License Holder Name</b>	
<b>State of Tennessee Contractor's License Number (matching the name above)</b>	
<b>State of Tennessee Contractor's License Classification Code Pertaining to this bid</b>	
<b>State of Tennessee Contractor's License Expiration Date</b>	

Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Masonry Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

**Advisement:** Notes written on the bid envelope changing the bid will not be considered. Such notes must be inside the envelope.