



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699  
865.403.1133 • Fax 865.594.8858  
800.848.0298 (Tennessee Relay Center)  
Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)  
<http://www.kcdc.org/en/DoingBusiness.aspx>

**Requests for Quotes**

**Energy Efficiency Measurement & Verification Review**

**Due Date:** August 15, 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:** Q1506

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

Faxed/Emailed Responses are acceptable: **Yes**  **No**

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

## General Information for Vendors

1. **BACKGROUND AND INTENT**

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 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through the Section 8 department and has three tax credit properties.

- a. In 2006 KCDC entered into an Energy Performance Contract with Ameresco, Inc. KCDC seeks to hire a vendor to conduct an Independent Measurement and Verification review of its energy conservation activities and Measurement and Verification report for the period ending June 30, 2014 and previous years as necessary to determine accuracy.
- b. The vendor will:
  - Conduct an independent Measurement and Verification review of KCDC's Energy Performance Contract Program and review the (M&V) reports prepared by the ESCO.
  - Evaluate the opportunity for making additional energy conservation improvements in KCDC's properties, including green, sustainable strategies that can be funded through HUD's energy savings incentives as part of an energy performance contract (EPC).
  - The vendor should have extensive experience assisting PHAs in implementation of EPCs, knowledge of HUD's EPC regulations, utility bill reviews and rate reductions and energy benchmarking.
  - KCDC reserves the right to negotiate additional task orders with vendor to provide other needed energy services as necessary or requested by the cooperating parties

2. **CONTRACT LENGTH**

It is KCDC's intent to enter into a one-year award, with four optional one-year extensions for a total of five years.

3. **EVALUATION**

Responses will be examined for responsiveness and responsibility. Once responsiveness and responsibility are determined, the remaining responses will be evaluated on these criteria:

Factors	Maximum Points
Vendor's narrative regarding the understanding of the work, approach to the work and human and physical resources.	45
Proof shown of past performances in terms of experience as a consultant and references of similar projects.	45
Capability to provide professional services in a timely manner.	10
<b>Total Points Possible</b>	<b>100</b>

- a. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each vendor on the shortlist.
- b. After completion of interviews and negotiations, the evaluation team will recommend an award to the Purchasing Director.
- c. KCDC will consider as “non-responsive” any proposal from which required information is lacking or any proposal that represents a material deviation from this RFP.
- d. KCDC reserves the right to request additional information from any vendor after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all proposals, to select one or more vendors, or to award no contract and re-advertise this RFP; postpone or cancel the RFP process at any time, and to waive any irregularities in this RFP or in proposals received as a result of this RFP.
- e. All materials submitted pursuant to this RFP become KCDC’s property. Information about proposals which are submitted will not be released to anyone until the process is complete and a recommendation is ready for the KCDC Board. Members of the evaluation team will not release information to anyone except the Procurement Director.
- f. KCDC reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that affect KCDC’s judgment as to the appropriateness of an award to the best-evaluated vendor.

4. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions can 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.

5. **INSURANCE**

The vendor agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the vendor’s standard business practices and acceptable to KCDC. Coverage must include *Errors and Omissions Liability (E & O) / Professional Liability* with a minimum policy limit of \$1,000,000. The limits afforded by this policy shall apply only to KCDC and KCDC’s officials, officers, agents and employees and only to claims arising out of or in connections with the work under this Agreement.

Vendor’s General Liability coverage must 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)”.

6. **INVOICING/ORDERING**

- a. Work is not to be performed until a purchase order is in place.
- b. Invoices must:
  - 1. Be numbered.
  - 2. Be dated.
  - 3. Show the work date.
  - 4. Show the purchase order number.
  - 5. Show the vendor's name and address
  - 6. Detail the costs.

7. **OWNERSHIP OF DOCUMENTS**

All data prepared or obtained under the resulting contract shall be made available, upon request, to KCDC without restriction or limitation on their use. All files, images, records, et cetera shall be the exclusive property of KCDC.

8. **QUESTIONS**

Questions pertaining to this solicitation are to be submitted via email with "Questions about Measurement & Verification Review Services" in the subject line, at least five days prior to the due date to [purchasing@KCDC.org](mailto:purchasing@KCDC.org).

9. **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.

- 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 residents for positions are examples of good faith efforts to meet this requirement.
- b. 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/fheo/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.
- c. A Section 3 resident is one who lives within a public housing authority's site. It is also people living in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- d. 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.

### **Submittal Structure Information**

Follow these steps and guidelines when preparing your submittal.











1. Number all pages consecutively. Reference the section that you are responding to as shown on the following pages.
2. Place your company's name on each page.
3. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
4. Submit one original (with all pages marked "original") and one copy of the original submittal. Also, provide one electronic copy (email or CD) of your submittal.
5. Fancy brochures and advertisements are not necessary.
6. **Do not** use phrases such as "See the attached" or "Will be provided upon award."
7. If you have attachments, mark them (on the cover) with the vendor's name.
8. The only binding permitted with respect to submittals is three ring binders.
9. Submit your submittal in order and format indicated on the following pages.

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

**Energy Efficiency Measurement and Verification Review Q1506**

**Solicitation Document A      General Response Information**

**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> 	

**Addenda**

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.

**Acknowledge addenda have been issued by checking below as appropriate:**

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information**

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
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**As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:**

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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## Energy Efficiency Measurement and Review Q1506

### Solicitation Document B

### Information to be Supplied by the Vendor

Vendors are to provide the information noted below plus any additional information that helps KCDC evaluate the vendor's capabilities.

1. **Narrative**

The narrative is to show the vendor's understanding of the work, the proposed approach to the work and the resources to be used. Include a description of the effort required by KCDC staff.

2. **General Information**

a. Years in business.

b. Years performing this type of work. The vendor should have extensive experience assisting PHAs in the development and implementation of EPCs, knowledge of HUD's EPC regulations, utility bill reviews and rate reductions and energy benchmarking.

c. Number of employees to be assigned to this work.

d. Names and resumes of personnel to be assigned to this work. The resume format is to be:

- Name
- Years in the business
- Certifications
- Degrees
- Major similar projects/clients

3. **References**

Three references with the format:

- Reference Name
- Contact Person
- Email
- Phone
- Description of the Project
- Date of the Project
- Size of the Project

4. **Fee Schedule**

Fees will be negotiated with the most responsive proposer after the evaluation. If a reasonable fee cannot be agreed to, KCDC will negotiate with the second most responsive proposer.

5. **Work Schedule**

Indicate, as a minimum, how soon will the work begin and when it will be finished. Indicate in calendar days.

6. **Other relevant information**

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 vendor, 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:



**Energy Efficiency Measurement and Verification Review Q1506**







**Solicitation Document C      Affidavits**

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.

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.

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

**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/offers 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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