



Terry McKee, IT & Procurement Director

901 Broadway N. • Knoxville, TN 37917-6699
865.403.1133 • Fax 865.594.8858
purchasinginfo@kcdc.org
www.kcdc.org

Request for Quotes

HVAC Equipment Parts & Units (as needed)

Quote Number: Q1702

Due Date: 11:00 a.m. (Eastern Standard Time) on August 10, 2016

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

Pre-Quote Meeting: None. Submit questions to purchasinginfo@kcdc.org

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

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

Award Results: KCDC posts a summary of the quotes received and the award decision to its web page at: <http://www.kcdc.org/procurement/>

Electronic Copies: Vendors are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.



General Information and Scope of Work

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 3,500 dwelling units. KCDC also administers approximately 3,800 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for written quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written bids 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. KCDC needs to purchase HVAC units and parts for HVAC units from time to time. This solicitation provides a legal basis to supply our HVAC parts and unit requirements as needs arise. KCDC's intent is to partner with one or more vendors for all of our HVAC purchases.

2. **CONTACT PERSONNEL**

The vendor will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful vendor will introduce the new contacts to KCDC personnel.

3. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Procurement Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

4. **EVALUATION**

KCDC will evaluate the responses to this solicitation based upon discount percentage. However, all responses are subject to a determination of "responsive" and "responsible" prior to award. Responsive means that you properly submitted all of the paperwork required. Responsible means that your company has the wherewithal to complete the work successfully.

5. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions are at www.kcdc.org. Click on "Procurement" and then scroll to "Resources". 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." Vendors may wish to review certain applicable HUD instructions on KCDC's webpage.

6. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Invoices must:
 - 1. Be numbered
 - 2. Have a date on them that is after the work is completed or goods delivered
 - 3. Show the purchase order number
 - 4. Breakdown pricing according to the award structure. For instance, if priced by the hour, the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 - 5. Be suitable for scanning since KCDC does not maintain paper records.

Note: KCDC strongly encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Vendor must submit invoices within 90 days of the date the goods or services were. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.
- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or "use tax." Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the vendor. KCDC will not pay taxes shown on invoices.
- e. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Vendors will need to set up their access to KCDC's Vendor Portal to track actual payments made.

7. **LENGTH OF AWARD**

The length of the contract will initially be 12 months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request

8. **OR EQUAL**

KCDC needs specific parts to fix or repair existing units. Therefore "or equals" will not be accepted.

9. **PRICING**

Unless otherwise indicated vendors are to quote a discount off a jobber's catalog (or other catalog or sheets) for each category. The items listed in a category are not all-inclusive but instead are indicative of the types of items in that category.

10. **PRICE STRUCTURE**

Vendors are to quote a markup/ mark down percentage for each item listed herein.

- a. Vendors will hold prices quoted herein firm for a minimum of twelve months. At the end of each award year, the successful vendor may request a price increase. Proof of increased cost to the successful vendor must accompany price increase requests.
- b. KCDC may accept or decline the proposed increase. If the decision is to decline the requested increase, the vendor may:
 1. Accept the proposed price increase.
 2. Reject the proposed price increase.
 3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful vendor may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- c. Vendor may decrease prices at any time with or without notice.
- d. Fuel surcharges are not allowed.

11. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about HVAC Equipment Parts & Units” in the subject line prior to the due date to purchasinginfo@KCDC.org. The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

12. **REPORTING**

The successful vendor(s) are required to produce reports (at least once per year), in an Excel type format, that shows the cumulative and singular purchases that KCDC makes.

13. **REQUIREMENTS CONTRACT**

Any agreement resulting from this solicitation will be an “open-end” type of agreement and there is no guarantee that KCDC will need any minimum level of goods. KCDC intends to use the successful vendor(s) for these products but that KCDC reserves the right to purchase these products elsewhere if it is in KCDC’s best interest.


THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

HVAC Equipment Parts & Units (as needed) Q1702
Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org.

Printed Name and Title 

Company Name 

Street Address 


City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

Vendor's e-mail address (Please Print Clearly) 

Addenda

Addenda are at 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 quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Cooperative Procurement by Other Governmental Entities

Will you extend your pricing and terms to other governments if they desire to use the award?

Yes No

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

Section 3

Small Business

Woman Owned

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Solicitation Document B Pricing Matrix

Vendor: _____

Brand	Mark Up	Mark Down	Mark Up/Mark Down From
Parts/Equipment			
American Air Filter Parts	%	%	
American Standard Parts and Supplies	%	%	
Bryant Parts and Supplies	%	%	
Carrier Parts and Supplies	%	%	
Compression Couplings 8TO	%	%	
Copeland Compressors or Equal	%	%	
Electrical Components such as contactors, fuses, wire and connectors	%	%	
Gibson Parts and Supplies	%	%	
Honeywell-Flame Safeguard Controls	%	%	
Johnson Control Repair Parts	%	%	
Mars Fan Relays	%	%	
Mars Motor Contactors	%	%	
Mars Relays	%	%	
Mars Sequential Controllers	%	%	
Mars Transformers	%	%	
McQuay Parts	%	%	
Payne Parts and Supplies	%	%	
Pipe Insulation-Rubatex or Equal All Sizes ½ to 3 Inches	%	%	
PVC Couplings-All Sizes	%	%	
PVC Female Adapters-All Sizes	%	%	
PVC Fittings-Ells-All Sizes	%	%	
PVC Glue	%	%	
PVC Male Adapters, 90 Degree-All Sizes	%	%	
PVC Male Adapters-All Sizes	%	%	
PVC Pipe ½ to 3 Inches	%	%	
PVC Tees All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Fittings, 45 Degree Couplings All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Fittings, 45 Degree Ell All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Fittings, 45 Degree ST Ells All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Fittings, 90 Degree Ell All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Fittings, 90 Degree ST Ells All	%	%	

Brand	Mark Up	Mark Down	Mark Up/Mark Down From
Sizes ½ to 3 Inches			
Refrigeration Copper Fittings, 90 Degree St. Ell All Sizes ½ to 3 Inches	%	%	
Refrigeration Copper Tubing All Sizes ½ to 3 Inches	%	%	
Refrigeration Oil Sunisco or Equal	%	%	
Sporlan Driers	%	%	
Trane Brand Parts-No substitutes	%	%	
TXV valves	%	%	
Other Non-Specified Parts/Supplies Are Offered At	%	%	
Complete Units			
Air Temp	%	%	
AirEase	%	%	
Amana Units	%	%	
American Standard Units	%	%	
Armstrong Units	%	%	
Bryant Units	%	%	
Carrier Units	%	%	
Gibson Units	%	%	
Goodman Units	%	%	
Heil	%	%	
Lennox Units	%	%	
McQuay Units	%	%	
Payne Units	%	%	
Islandaire	%	%	
Rheam	%	%	
Rudd	%	%	
Trane Units	%	%	
York Units	%	%	
Delivery			
Charge for delivering parts/equipment	\$	\$	
Charge for delivering whole units	\$	\$	

Vendor: _____

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 vendor providing goods or services.
2. 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 firm 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 vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor 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 vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere 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. Vendor 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 collusive or sham offer.

9. **Iran Divestment Act:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor 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 vendor is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. 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 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 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 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted 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 _____	

Vendor: _____

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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

(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.

Signature & Date:

Typed or Printed Name:

Title:
