



HOUSING AUTHORITY OF
HOPKINSVILLE

400 N. ELM ST./PO BOX 437
HOPKINSVILLE, KY 42240

INVITATION FOR BID (IFB)
IFB1512
HVAC SERVICES

IFB Document

[Table No. 1]

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INVITATION FOR BID (IFB) No. IFB1512, HVAC Services

INTRODUCTION

The Housing Authority of Hopkinsville (hereinafter, "the Agency") is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families in the city of Hopkinsville. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy. Though brought into existence by a Resolution of the city of Hopkinsville, it is a separate entity from the city.

Currently, the HA owns and/or manages: (a) 1 multi-family elderly apartment complex totaling 48 units; (b) 455 public housing apartments consisting of townhouses, duplexes, single family detached homes, and elderly/disabled housing units. ; (c) 100 subsidized units at the Trilogy Center for Women; (d) administers a total of 589 Section 8 Housing Choice Vouchers and (e) 32 tax credit units at Foster Senior Homes (for a total of 1224). The HA currently has 30 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	REBECCA HILLIARD, 270-887-4275 EXT. 1105, RHILLIARD@HOUSINGAH.ORG
HOW TO OBTAIN THE BID DOCUMENTS	1. Access nahro.economicengine.com 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at (866)526-9266.
PRE-BID CONFERENCE	NONE SCHEDULED
DEADLINE TO SUBMIT QUESTIONS	Monday, November 16, 2015 12:00 p.m. CT
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID	Complete Attachment F Proposed Pricing and return to: Housing Authority of Hopkinsville 400 N. Elm St./PO Box 437 Hopkinsville, KY 42240 Each bid must be submitted in a sealed envelope clearly and prominently marked on the outside of the envelope with the following: SEALED BID HVAC Repair Services IFB1512 ATTN: Rebecca Hilliard
BID RECEIPT DEADLINE AND BID OPENING	Monday, November 23, 2015, 1:00 p.m. CT

I. AGENCY RESERVATION OF RIGHTS

- A. **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- B. **Right to Not Award.** Not to award a contract pursuant to this IFB.
- C. **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 business days written notice to the successful bidder(s).
- D. **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- E. **Right to Retain Proposals.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
- F. **Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- G. **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- H. **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking services related to the following:

- A. **General Description of Services.** The purpose of this IFB is to form pools of contractors that the Agency may draw from to contract for HVAC-related work including, but not limited to:
1. Troubleshooting and repairing of air conditioning units, furnaces and systems;
 2. Any other related HVAC-related repair work or installation the Agency may order.

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3. It shall be the responsibility of the Contractor to properly address all requirements pertaining to refrigerant recovery and disposal in compliance with all local, state, and federal codes, statutes, laws, and regulations.

B. Locations. Services may be performed at any of the Agency sites listed on Attachment E Development Characteristics.

C. Possible Construction-related Work. Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work (hence, the inclusion of a number of HUD forms are attached that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call and/or emergency-type work. Any such work determined to be construction-related will typically will be for things such as replacing an inoperable HVAC unit. For any large construction project, typically with a total value of more than \$20,000, a separate bid will be solicited-for example, if the HA needs to replace multiple HVAC units at one time.

Bonds. The purpose of this IFB is to typically award work with a value less than \$1,000 per task order. Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary as the result of the award of a task order, the Agency will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s) required by the Agency.

D. Qualifications and Regulations. It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC); Uniform Mechanical Code (UMC); National Electric Code, 2015 (NEC).

E. Contractor Responsibilities.

1. **Safety Standards.** It is the responsibility of each Contractor to ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy.

2. **Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

3. **Debris.** Clean work areas daily, at the end of the work day, of all work-generated debris. NOTE: Unless pre-approved by the Agency, such debris shall not be placed in the Agency dumpsters but shall be removed from the work site by the Contractor.

4. **Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of 1 year. The Contractor will provide all labor for warranty work for the length of the manufacturer's warranty on a new system that the Contractor installs.

5. **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

F. Method and Procedure to Award (Task Order).

1. **Method to Award.** The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from):

a) Each bidder will be ranked by the total calculated bid sum submitted in response to this IFB.

b) When the Agency has need of work in any service area, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, "reasonable" shall be met at the site within 1 work day and begin work within 1 work day thereafter). If the 1st-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as Attachment D to record this information.

"Typical" Definition Pertaining to Emergencies. There are instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. Such cases may include a situation where the HVAC unit is not working properly and the tenant is without heat, and the overnight temperature is expected to be below 50 degrees. In such a case the Agency reserves the right to (and probably will) suspend the one-day

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required response time defined within the immediate preceding Section II F 1 b) and will seek a Contractor who is immediately available.

2. **Procedure to Award.** Once an available Contractor has been chosen, the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated as detailed on the Task Order Form (Attachment C-10):

a) **Repair Services.** Each bidder has submitted proposed unit and hourly fees for the various services and positions that will be needed to complete the work. When the Contractor and the Agency representative inspect the unit they shall ascertain:

(1) **Repairs Required.** A complete list of all of the repairs that needs to be and will be completed. Please note that after acceptance by the Agency, this list may only be revised in writing approved by the Agency.

(2) **Supplies/Materials.** The complete detailed list of supplies and materials needed to complete the repairs, including any parts or entire units that will be replaced. Such items shall be priced at the rate submitted and agreed upon the applicable Pricing Item as may be applicable for each service.

(3) **Labor Hours.** The number of hours that the Contractor will require for each position.

(4) **Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

G. **Previous/Current Contractor(s).** The Agency has utilized and continues to utilize a number of contractors for these services, though none of them have been retained under an on-going agreement.

H. **Proposed Fees.** The proposed fees shall be submitted by the bidder and received by the Agency on Attachment F Proposed Fees. Unless otherwise stated, the proposed fees are all-inclusive of any related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel; and document copying not specifically agreed to by the Agency; etc.

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[Table No. 3]

Item No.	Qty	U/M	Description
Pricing Items			
1	50	Hours	HVAC Technician
2	25	Hours	Laborer
3	11,500	Dollars	Supplies/materials that may be needed to complete the repairs

1. Additional Information Pertaining to the above Pricing Items.

a) **Quantities.** All quantities entered by the Agency herein and Attachment F are for calculating purposes only. The quantities listed above are not a guarantee of any amount of work to be awarded under this contract.

(1) **IOC Contract.** Though the Agency reserves the right to complete award to one firm only, the Agency anticipates that it will make award to multiple agencies by forming a "pool" of contractors to utilize. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IOC), and the following clause shall apply:

(a) **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, if the ensuing contract becomes an Indefinite Quantities Contract (IOC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000 (each shall be annual amounts).

(b) **Exceptions Pertaining to the GCMA.**

(i) The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 2 requests from the Agency to be available for work during the contract period.

(ii) (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding paragraph, has had the GCMA declared null and void during the current contract period). If, during the final

3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$1,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section II F 1 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section II F 1 is again in affect).

(2) **Entry of Fees.** Bidders are required to submit a realistic and reasonable bid, where provided on Attachment F Proposed Fees, for each and every Pricing Item detailed within the preceding Table No. 3. No additional bid prices can or will be received after the bid submittal deadline. Any bidder that does not comply with this requirement may (and probably will) be rejected without further consideration.

(a) **Warning! Realistic Proposed Cost for the Pricing Items.** Each bidder is strongly encouraged to enter on Attachment F Proposed Fees, a realistic cost for each Pricing Item listed. For instance, if a bidder enters \$1.00 per hour for an "hourly" Pricing Item, then the \$1.00 per hour is what the bidder will charge the Agency for the work that the Agency may retain the bidder to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, a bidder proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the bidder to, if awarded, at contract execution, present a cash bond in a suitable amount (e.g. \$3,000.00) to ensure that the bidder will fulfill his/her obligation in this matter. If the bidder does not at any time fulfill his/her obligation in this matter (e.g. does not provide the services for the fee bided), then the bond shall be forfeited in the amount the Agency needs to award the services to another firm—and the Agency may (and probably will) choose to terminate any Contractor that fails to fulfill his/her obligation in such matter (e.g. stand by his/her proposed fee); and if such termination occurs, the balance of the bond will be returned upon such termination—and the Agency may (and probably will) choose to terminate any Contractor that fails to fulfill his/her obligation in such matter (e.g. stand by his/her proposed fee); and if such termination occurs, the balance of the bond will be returned upon such termination.

(b) **Review the Entry of Proposed Fees.** The Agency strongly recommends that each bidder review all fees entered on Attachment F Proposed Fees prior to submitting the bid to

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the Agency. The bidder will NOT be able to correct any fees after the deadline has expired.

The Agency reserves the right to not place any bidder within the aforementioned pool that, in the opinion of the Agency, proposes a cost that is deemed by the Agency to be unreasonable. For example (the following named costs are examples only and not to be utilized as a "target" cost to be proposed), if it is the Agency's opinion that a reasonable hourly fee for the services is \$80.00/hour and a bidder proposes an hourly fee of \$120.00/hour, then the Agency reserves the right to make a determination that the costs proposed are not reasonable).

(c) **Supplies/Materials (Pricing Item No. 3).** Each bidder shall enter proposed costs for these Pricing Items where provided for on Attachment F as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Then the bidder will multiply the total amount of supplies and materials listed by the percentage over cost and enter that total in the appropriate column. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning all costs shall be F.O.B. the Agency site.

(d) Also, the Agency reserves the right to:

(i) Require the Contractor to garner such needed supplies directly from the Agency; and/or

(ii) Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.

(iii) In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or

could have been procured as detailed within the immediate preceding sections.

2. **Potential Escalation of Labor Rates.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar Commonwealth of Kentucky Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

a) **Notification Must be Received From the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 calendar days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

b) **Right to Reject.** As stated within the preceding section, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

(1) **Step No. 1.** The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

(2) **Step No. 2.** The Agency considers the requested increase and, within 10 business days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;

(3) **Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 business days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 calendar days of the date this notice was delivered to the Agency (the specific date 120 calendar days hence shall be written within the notice);

(4) **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g. contract with another firm; do the services in-house; etc.) as the

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Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10 business day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3. **No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder(s) for actual hours worked only. The Contractor will be required to submit a full detail of all hours worked, listed by no more than the "15-minute" (or one quarter hour) standard.

4. **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 4:30 PM (the Agency's normal work hours are Monday-Friday, 8:00 AM to 4:30 PM). Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work specifically during non-regular-time hours; however:

a) The Agency shall NOT be responsible to pay the Contractor for any work that the Contractor CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the Agency or an "Act of God" causes the Contractor to work "after hours" to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

b) **HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment C-8, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment C-8, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

c) **Davis-Bacon Prevailing Wage Rates.** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Section 3.3.3 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

- (1) Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee;
- (2) Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- (3) Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.
- (4) **Commonwealth of Kentucky Prevailing Wage Rates.** This section shall also pertain, in the same manner and procedure, to any Kentucky State Prevailing Wage Rates that may apply to any task order.

5. **Submission Requirements.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following section, and any addenda and required attachments submitted by the bidder. By virtue of submitting proposed costs in response to this IFB, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

6. **Bidder's Responsibilities — Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process only to the CO identified within Table No. 2 herein. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may has not abided by this directive.

7. **Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

8. **Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

- a) Within our **Agency Procurement Policy** it states that our Agency will:
Assistance to Small and Other Business, Required Efforts:
 - (a) Including such firms, when qualified, on solicitation mailing lists;
 - (b) Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - (f) Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
 - (g) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

I. **Pre-bid Conference.** There is not a pre-bid conference schedule as a part of this IFB.

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J. Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 5]

Document No.	Attachment	Description
1.0		This IFB Document
2.0	A	Profile of Firm Form (NOTE: This form will be completed by the successful bidder and delivered to the Agency within 2 business days after receiving notice that he/she is an apparent successful bidder.)
3.0	B	Section 3 Business Preference Submittal Form (NOTE: This form only needs to be completed and submitted to the Agency by the bidder prior to the submittal deadline IF the bidder desires to claim a Section 3 Business Preference.)
3.1	B-1	Section 3 Explanation
4.0	C	Agency Sample Contract Form (please note that this contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
4.1	C-1	Sample Contract Appendix No. 1: form HUD-5370-C (exp 01/2017), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
4.2	C-2	Sample Contract Appendix No. 2: form HUD-5370-C, <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
4.3	C-3	*Sample Contract Appendix No. 3: Form HUD 5370-EZ, <i>General Contract Conditions for Small Construction/ Development Contracts</i>
4.4	C-4	*Sample Contract Appendix No. 4: HUD-92554M, <i>Supplementary Conditions of the Contract for Construction</i>
4.5	C-5	*Sample Contract Appendix No. 5: form HUD-2554, <i>Supplementary Conditions of</i>

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		<i>the Contract for Construction</i>
4.6	C-6	*Sample Contract Appendix No. 6: form HUD-4010, Federal Labor Standards Provisions
4.7	C-7	*Sample Contract Appendix No. 7: form HUD-92010, <i>Equal Employment Opportunity Certification</i>
4.8	C-8	Sample Contract Appendix No. 8: HUD FORM 52158, <i>Maintenance Wage Rate Determination</i> ; Effective Date: July 1, 2015; Expiration Date: June 30, 2016
4.9	C-9	Sample Contract Appendix No. 9: <i>Section 3 Plan</i>
4.10	C-10	Sample Contract Appendix No. 10: <i>Task Order Form</i>
5.0	D	<i>Justification of Contractor Availability Form</i>
6.0	E	<i>Development Characteristics</i>
7.0	F	<i>Proposed Fees</i>
<p>*PLEASE NOTE: The Agency anticipates that the majority of the work ensuing from award of the contract will be maintenance-related in nature. The documents listed within this table marked with an asterisk ("*") pertain to construction services only (the other listed similar adjoining HUD documents pertain to the maintenance services). There may be additional HUD-required documents that pertain to construction-related issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a bid in response to this IFB the bidder thereby agrees, if awarded, to complete and submit such documents as required by HUD.</p>		

III. BID EVALUATION.

A. Public Opening: At the set date and time, all bids received will opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HA will, at a later time, review all bids in detail and will, in a timely manner (within 5 business days), notify all bidders of any bidder that is, as a result of the more detailed

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inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 7(b)(3) of form HUD-5369-B, the HA reserves the right to, as determined by the HA, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.

Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

B. Responsive Evaluation: After the public opening the bids received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 10 days after such determination is made).

C. Responsible Evaluation: The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 business days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than \$20,000), it is possible that the HA may take such contract award to the HA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

D. Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

IV. CONTRACT AWARD.

A. Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

By completing, executing and submitting a cost in response to this IFB the bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard-copy or on the noted eProcurement System, including the contract clauses already attached as Attachments C and C-1 through C-10. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

B. Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

1. **Contract Form.** The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments C and C-1 through C-10), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the submittal deadline), consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

2. **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

3. **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

C. Contract Period. The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years; however, total awards that occur pursuant to this IFB shall not exceed a total of \$100,000.

D. Licensing and Insurance Requirements. Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide (NOTE: Each of the following insurance coverage shall cover both the Contractor and the employee, whether temporary or permanent):

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1. **Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 2. **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
 3. **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 4. **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the any of the City jurisdictions listed herein that the services will be performed, Christian County, and/or the Commonwealth of Kentucky.
- E. **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- F. **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.