



REQUEST FOR PROPOSALS MISCELLANEOUS HVAC SERVICES

TYPE OF PROJECT:

The Maryville Housing Authority is requesting proposals for Miscellaneous HVAC Services

DATE ISSUED: July 22, 2025

CONTACT PERSON: Cecilia Blair, Housing Operations Manager
Phone: 865-983-4958, ext. 117
Email: cblair@mhatn.com

SUBMISSION DEADLINE: August 12, 2025 @ 3 pm (EST)

ACCEPTABLE SUBMISSION: Mail or In Person at
311 Atlantic Ave.
Maryville, TN 37801
Email to Housing Operations Manager

Check MHA's webpage (www.mhatn.com) for addenda and changes before submitting your response.

GENERAL INFORMATION

1. Background and Intent

- A. Maryville Housing Development Corporation (MHA) is a high-performing public housing agency serving Blount County. It manages 400 public housing units, 356 housing choice vouchers, 118 one-bedroom high rise multifamily apartments, and six privately owned properties. The agency was the first housing authority to receive a Moving to Work Designation in Tennessee.
- B. Definition/Clarification: MHA uses “suppliers” as inclusive of various words describing interested parties often called “bidders”, “Suppliers”, “contractors”, “proposers” and “vendors”.
- C. While MHA has its own employees who perform HVAC work, from time to time, MHA needs supplemental HVAC services from suppliers. Suppliers holding MHA’s award for HVAC services meet these needs. Such needs arise when MHA employees do not have the capacity or when special skill sets are needed.
- D. The Supplier(s) may perform tasks such as (this is not an all-inclusive list):
 - Adjusting HVAC units
 - Installation of new HVAC units
 - Installation of PTACS or Mini-Split units
 - Repair to existing units
- E. See the Scope of Work sections for the technical details
- F. MHA reserves the right to award up to five (5) suppliers to meet its varied needs. IF MHA awards to multiple suppliers, when a job is expected to reach \$3,000 in value, MHA staff will contact all awarded suppliers for a specific quote for the work (based on award cost terms). MHA reserves the right to move forward with any one supplier if its best interests are served.
- G. If MHA awards to multiple suppliers, if costs, supplier expertise, work quality and completion timelines are equal, MHA staff will try to alternate work between awarded suppliers.
- H. Typically, MHA will not use this solicitation for projects if the costs exceed \$25,000. However, MHA reserves the right to do so if its in MHA’s best interest.

- I. Any agreement resulting from this solicitation will be an “open-end” type of agreement. There is no guarantee that MHA will require any specified or minimum level of services or provided by the supplier.

2. Changes After Award

It is possible that after award, MHA will need to revise requirements specified herein. MHA reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increase costs. MHA reserves the right to accept or reject and negotiate these charges. Generally, such changes will not be of a “cardinal” nature.

3. Codes and Ordinances

All work covered is to be performed in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

4. Contact Policy

ONLY contact the Housing Operations Manager about this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed but the supplier or relieve the supplier from fulfilling any of the conditions resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

5. Damage

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

6. Employees:

Supplier will:

- A. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.
- B. Ensure that employees have proper identification displayed while on site, they must wear a company uniform or have photo identification displayed.
- C. Employees parking vehicles (whether corporately or privately owned) must ensure that the company identification is on the vehicles. This may be placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

7. Entrance to Sites

Suppliers' employees are not to be on MHA premises unless they are working on an MHA project. Acquaintances, family members, assistants to any person not working on MHA's behalf will not accompany employees on MHA sites.

8. Equipment

Supplier shall provide all necessary equipment, materials, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

9. Evaluation

- A. MHA alone determines the suppliers "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- B. MHA reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- C. MHA will review proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any

proposals that does not meet the mandatory requirement(s) or cancel this RFP, according to MHA's best interests.

- D. MHA's Evaluation team may elect to interview one or more suppliers before making an award.
- E. MHA's Evaluation team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- F. MHA score and award to the best overall proposer(s) on the following evaluation scale:

Factors	Maximum Points
Cost	50
Qualifications and Experience	30
References	10
Section 3 Compliance	5
Overall Responsiveness to the Proposal	5
TOTAL POINTS:	100

10. Insurance

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email cblair@mhatn.com detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.

- Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to cblair@mhatn.com for review.

11. Invoicing/Ordering

- A. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. MHA does not have legal obligation to pay for work performed prior to the issuance of a purchase order.
- B. Suppliers must submit invoices within 60 days of delivery of goods or services. MHA may deny invoices submitted after the 60-day threshold.

- C. MHA's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and MHA is generally exempt from the Federal Excise tax. However, suppliers are subject to Tennessee sale and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by MHA, pursuant to Tennessee Code Annotated 67-6-209.
- D. The supplier pays all taxes incurred in the performance of an awarded contract. Upon placement of a purchase order or the award of a contract, MHA will provide a State of Tennessee Sales Tax Exemption form to the supplier. MHA will not pay taxes on invoices.
- E. MHA pays by electronic transfer (ACH) or by check.
- F. MHA requires that once a purchase order is established, invoices must be emailed to our accounts payable staff at ap@mhatn.com
- G. Invoices Must:
 - Be numbered
 - Show a date that is after the work is complete or goods delivered
 - List the location where services are being performed
 - Breakdown pricing according to the award structure

12. Length of Award

The length of the contract will be twelve months with four optional annual renewals that MHA may exercise at its discretion.

13. Licensure

- A. Suppliers must be properly licensed by the State of Tennessee and all other authorities having authority. Throughout the term of this contract, the supplier shall keep the required license.
- B. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The supplier must have the necessary licensing classification as required by the Rules of the Tennessee Board for Licensing General Contractors. Certified Mechanical

HVAC/Refrigeration Contractor (CMC-C), Certified Mechanical Contractor (CMC)].

C. EPA Section 608 Technician Certification

D. Throughout the term of this award, the supplier shall maintain the required licenses.

14. Material and Workmanship

All materials and equipment furnished shall be new and of high quality. Work shall be accurate, skilled, and subject to MHA's approval. All materials and equipment provided shall conform to regulations of enforcement bodies having authority.

15. Measurements and Drawings

The supplier shall verify all dimensions with the actual on-site conditions.

16. Permits

The supplier (and/or subcontractors) shall obtain and pay for all permits required to complete authorized work. Costs for permits should be worked into base bids.

17. Price Structure

A. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item changed to MHA. The supplier must provide proof of the necessity of the increase to the Housing Operations Manager. Such proof will be CPI, PPI or other similar documentation acceptable to MHA. MHA will decide whether to accept a price increase. If MHA accepts the price increase, the bid file will note. If MHA rejects the price increase, the supplier may:

1. Continue with the existing price.
2. Suggest an alternative price increase.
3. End the award.

B. MHA does not pay fuel surcharges.

C. Suppliers may decrease prices at any time with or without notice.

18. Renovation, Repair and Painting Rule.

- A. Suppliers performing renovation, repair and painting projects that disturb lead-based paint in home, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. When work is occurring at a site, the supplier must submit proof of the applicable certification before beginning work. The supplier will keep such certification current throughout the life of the award.
- B. Not all MHA sites are subject to RRP rules since some of MHA's sites were built after 1978, some sites have been remediated, and some sites are exempt.
- C. More information can be found:
 - 1. HUD's website <https://www.hud.gov/contactus/lead-based-paint-guidelines>
 - 2. State of TN: <https://www.tn.gov/environment/toxic-substances-program/regulations.html>

19. Representations

By submitting a response, the supplier certifies:

- A. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish personnel, plans, materials, supplies, or equipment to be performed or furnished by it; and
- B. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- C. That the supplier carefully examined the plans, specifications and the worksite and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

20. Safety/OSHA Guideline Compliance

- A. The safety of the public is of prime concern to MHA, and all costs associated are the responsibility of the supplier. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- B. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other contractors) from entering work areas.
- C. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.
- D. The supplier will protect all buildings, appurtenances and furniture from damage. The supplier shall, at their expense, repair such damages (or replace items) by approved methods to restore the damaged areas to their original conditions.
- E. Supplier shall use caution signs as required by OSHA Regulation 29 CFR 1910.144 and 1910.145 at no cost to MHA. Caution signs shall be on site on commencement of work.
- F. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

21. Section 3 of the HUD act of 1968 (as amended)

All contracts awarded are subject to section 3 requirements. Supplier shall seek to fill any and all position(s) that are needed and unfilled with residents of MHA communities. For additional information, go to <https://www.hudexchange.info/programs/section-3/> Upon award, the successful supplier will supply MHA with job announcements for any positions that must be filled as a result of the award of MHA work.

22. Security

Supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. MHA is not responsible for damage or losses to equipment, materials, personnel or tools.

23. Smoke Free Policy

- A. MHA's Smoke Free Policy is applicable to you, your employees and subcontractors.
- B. Applicable definitions include:
 - "Smoking: meaning inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form
 - "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
 - "Electronic Smoking Device" mean any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor.
- C. Should the supplier's staff be observed violating these requirements, MHA will notify the supplier about the problem. Repeated offenses may result in forfeiture of your awarded contract.

24. Subcontractors

Subcontractors must:

- A. Be approved by MHA prior to beginning work.
- B. Carry insurance coverages as outlined herein.
- C. Not be on the general federal government, HUD's nor the State of Tennessee's debarment lists.
- D. Not be changed without owner's permission.

25. Work Hours

Acceptable work hours are during our operational time of Monday-Thursday from 7:00am to 5:30 pm. Work on Friday-Sunday or Holidays requires MHA's advance approval.

DESCRIPTION OF WORK

26. Introduction

The supplier shall perform installation, maintenance and repairs on a Time and Material Basis for MHA equipment to:

- Maintain equipment in proper operating condition
- Install new equipment
- Repair existing equipment
- Perform all tasks associated with HVAC repair

- A. The supplier shall do all work necessary for the performance and completion of this work, in the manner called for, at the appropriate prices shown herein.
- B. The supplier shall provide all supervision, labor, service trucks, materials, tools, equipment, and appurtenances necessary for the completion of this work in the manner specified in this solicitation and the successful supplier's response to it.

27. After Hours Work

The supplier may be required to perform work during MHA's non-working hours or on weekends or holidays. The requestor or designated representative must approve all repairs including after-hours work. The supplier shall invoice at the rate of time and a half based on the regular hourly labor rates.

28. Call Back Service

Upon emailed or otherwise written notice from MHA, the supplier must without additional charge, replace/repair improper work or products installed within one year of service. Such callback services shall be within two hours of notification for emergencies and within twenty-four hours for non-emergency situations.

Should MHA and a supplier disagree about whether a call back service is a warranty issue, the supplier will submit details of the situation to MHA for reviewal.

29. Charges

A. Equipment Cost

Supplier shall charge their quoted rate per hour for actual time used only. The time that equipment sits idle is not billable. If a staff member has dual responsibilities as an equipment operator and as a plumber, his or her time will be separated appropriately as to the actual duties performed.

B. Labor

1. Supplier shall include all costs (overhead, profit, insurance, workmen's compensation, unemployment insurance, social security, et cetera), in the hourly rate figures. The only exceptions from this section are the cost of supplies and parts that are directly attributed to a specific job and the approved equipment rental.
2. Regular time will be MHA's normal business hours of 7:00 a.m. to 5:30 p.m., Monday through Thursday, unless otherwise authorized.
3. A maximum of one hour (thirty minutes each way) per day will be allowed for travel time (workman's hourly rate) between your business address (shop) and the job site. However, travel time closer to thirty minutes (fifteen minutes each way) shall be billed accordingly.
4. Supplier may be required to have hours work certified at the jobsite by MHA staff.
5. Additional vehicle mileage charges are not allowed
6. Supplier will deduct time consumed for meals eaten during the time on the job.

C. Materials

Supplier shall itemize materials or parts on the invoice (only those charges that are for equipment for that specific job) and add their markup (the figure shown on your bid submittal). MHA reserves the right to require documentation of the cost vendors pay for materials or parts.

D. Mobilization

1. Mobilization (if require) will be paid once for assignment regardless of scope of work.

2. Work in one area or on a street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered on job and the supplier shall be paid for one mobilization.
3. Work, at least one mile from the last work area that requires the suppliers' crew to break down equipment, relocate, and reset at the new work is a new job and the supplier shall be paid for another mobilization.
4. The pricing page for this solicitation provides a space for supplier to submit two mobilization charges. The supplier also inserts the dollar range for each price.

30. Demolition and Debris Removal

The supplier shall remove all debris from the site and clean affected work areas. Supplier. Supplier shall keep the premises free of debris and unusable materials from their work and work progresses; or upon requested by MHA shall remove such debris and materials from MHA property. The supplier shall leave all affected areas as they were prior to beginning work.

31. Equipment

The supplier is responsible for having or acquiring all standard equipment necessary to perform under this agreement. MHA shall not reimburse for any standard equipment or rental nor for damages incurred in using equipment for MHA's needs.

32. Estimates

- A. The supplier may be required to visit potential job sites and submit accurate quotations (based on award rates) before the work is authorized.
- B. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the approved rates.
- C. The supplier must provide quotations within five business days of request.

- D. A list of proposed subcontractors (if any) will accompany quotes.
- E. As referenced above, “Quotes” mean a not to exceed cost for each job. Unless MHA authorizes additional work or approves changes for unforeseen conditions, the estimate (based on the awarded rates) will not be exceeded.

33. Hazardous Materials and Chemicals

- A. The supplier shall not use any materials or chemicals, which may be a physical or health hazard, without receiving prior written approval from the Project Manager. Along with the written request for approval, the supplier shall submit the manufacturer’s specifications, a Safety Data Sheet, and any required Environmental Protection Agency (EPA) information on usage and handling.
- B. The definition of hazardous substances/materials includes such physical hazards as compressed gases, flammable liquids and solids, combustibles, and chemical oxidizers; and health hazards such as carcinogens, irritants, corrosives, sensitizers, and agents that may damage the lung, skin, eyes, or mucus membranes.

34. Inspection and Acceptance

MHA staff will inspect all work before acceptance. Once work is completed and officially accepted, invoices will be authorized for payment.

35. Materials and Workmanship

- A. All work must conform to the 2018 International Mechanical Code (IMC). Additional requirements may be directed to the vendor on an individual per job basis.
- B. All materials and equipment furnished shall be new and best quality.
- C. All materials and equipment provided shall conform to the regulations of the entities having authority.
- D. Supplier shall furnish material samples for approval if desired by MHA. MHA reserves the right to specify the materials to be utilized on specific jobs. MHA must approve substitutions.

- E. Work shall be accurate, professionally finished and subject to MHA's approval prior to payment authorization.
- F. The successful supplier(s) may be required to establish a mockup unit for larger projects. Once completed, MHA will examine mockup unit. Once approved, work may then begin in other units.

36. Project Service Tickets

- A. The supplier shall leave (or email) Services Tickets for all work performed. Each project requires individual service tickets that shall detail labor, materials utilized, rental equipment, and subcontractors utilized. The service tickets are submitted to the project manager or designee at the completion of the workday.
- B. Service tickets must include the following:
 - 1. Facility name
 - 2. Equipment name and id number
 - 3. Personnel name, labor classification, and hours worked
 - 4. Materials used
 - 5. A detailed description of work performed.

37. Property Damage

Should the supplier cause any damage to MHA property, the supplier must notify the project manager or his designee immediately and make repairs to the satisfaction of MHA, at no cost to MHA. However, MHA may elect to make repairs or replacement of damaged property and deduct the cost of such repairs from current or future pay applications.

38. Roof Protection










On those occasions where the supplier must do work on a flat roof, the supplier shall place protective plywood sheets of an appropriate size on the surface of the roof from the point of access to the point where the work is to be performed. Under no circumstances is the supplier to walk or work on a flat roof without first protecting it.

39. Warranty

The Supplier expressly represents, warrants and agrees that all goods, equipment, machinery, materials, services, or work provided or performed on or off MHA, under this contract will:

- A. Conform in all respects to MHA specifications, drawing, requirements, or other descriptions.
- B. Be fit for the purpose or purposes of intended use.
- C. Conform to all applicable local, state, and federal laws and regulations.
- D. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
- E. If said equipment, material, service, or work is found to be defective in workmanship, materials, or design, fails or is found to be nonconforming with the terms and conditions of this contract within twelve months after the date of acceptance, it shall, at MHA's option, be repaired or replaced at the MHA location by the supplier at absolutely no cost to MHA.
- F. All items delivered or supplied hereunder shall be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the supplier shall supply MHA with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.
- G. The warranty period shall begin upon final acceptance of the work
- H. Warranties must indicate:
 - The site that the work occurred at
 - The area (apartment, floor, wing, et cetera)
 - A description of the work performed
 - The date the warranty commences

PAGES 1-16 DO NOT NEED TO BE RETURNED WITH BID SUBMISSION

Solicitation Document A		GENERAL INFORMATION ABOUT THE SUPPLIER				
Note: Complete all cells even if the answer is "Does not apply"						
Sign Your Name to the Right of the Arrow						
If completing this document in Adobe, an electronic signature is acceptable to MHA.						
Your signature indicates you read and agree to this sealed bid for miscellaneous plumbing services and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person (Please Print Clearly)						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at www.mhatn.com Click on "Procurement" tab to find addenda. Please check for addenda prior to submitting a proposal.						
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"/>	
Section 3 Statistical Information (Check a box in each of the next three lines)						
This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
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 American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
RRP Statement						
As described in paragraph 18, this firm is RRP certified or intends to use a RRP certified subcontractor to satisfy these requirements. Submit copies of certifications						Yes <input type="checkbox"/> No <input type="checkbox"/>

Conflict of Interest

1. No employee, officer or agent of this Authority shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:
 - A. An employee, officer or agent involved in making the award
 - B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
 - C. His/her partner; or
 - D. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Drug Free Workplace Requirements

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

Eligibility

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

General

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

Iran Divestment Act

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





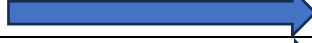

Non- Collusion

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

No Contact/No advocacy Affidavit









9. After this solicitation is issued, any contact initiated by any supplier with any MHA representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
10. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to MHA staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

Solicitation Document C: Supplier Business Information






1. Experience:

Years in business		
Years in business under this name		
Years performing this type of work		
Value of work now under contract		
Value of work in place last year		
Number of clients		
Will this make MHA your largest client?		
Percentage of work usually self-performed (Not contracted)		
Has your firm:		
Failed to complete a contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
What company do you use for pre-employment criminal background checks?		

2. Safety

Have you had any OSHA fines within the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job-related fatalities within the last five years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.	

3. Personnel, Equipment & Material

How many total employees does your company employ?		
Area	Fulltime	Part Time
Plumbers		
Clerical		
Management		
Total Employees working for your company:		

4. Response Time

Item	Hours
For giving quotes	
For starting work when a purchase order is issued	

5. Major Equipment Owned

Item	Quantity	Description/Note

6. Subcontractors that may be used (if applicable). MHA expects outreach to small, woman and minority owned businesses.

Name	Service Provided	Small Business	Woman Owned	Minority Owned
Company 1:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 2:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 3:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 4:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 5:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

7. Renovation, Repair and Painting Rule Experience (i.e Lead Based Paint Certification)

A. Include a copy of the certification (if any).

8. Asbestos certification (if any) and/or subcontract that you routinely use for this work

A. Include a copy of the certification (if any).

Provide three references as similar in nature and scope to this project as possible. A firm may only be listed once- even if you have completed multiple projects/jobs for them.

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

☒ [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to 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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

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

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

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(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

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(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(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 |

Solicitation Document F: Cost

1. Regular Work Hours/Timeframes:

Pricing (inclusive of all labor, miscellaneous supplies, overhead, profit, administration and all other fees)		
HVAC Technician	\$	per man-hour
HVAC Apprentice	\$	per man-hour
HVAC Helper	\$	per man-hour

2. Emergency Work Hours/Timeframes:

Pricing (inclusive of all labor, miscellaneous supplies, overhead, profit, administration and all other fees)		
HVAC Technician	\$	per man-hour
HVAC Apprentice	\$	per man-hour
HVAC Helper	\$	per man-hour

3. Other Fees (applies to both routine and emergency situations)

Work (labor) is guaranteed for how many years?	
Materials are guaranteed for how many years?	
Mark up on materials	%

Appendix 1: Insurance Requirements

1. INSURANCE

The supplier shall maintain, at Supplier's sole expense, on a primary and non-contractual basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. Upon Award, the supplier shall provide Certificate(s) of Insurance and amendatory endorsements to MHA evidencing said insurance coverages. **See paragraph "e" exact naming of certificate holder and additional insureds (owner entities)**

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in aggregate covering the following perils: body injury, personal injury, and broad form property damage including products/completed operations for one year after completion of Projects(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards. Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

C. WORKERS COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE: Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.

D. OTHER INSURANCE REQUIREMENTS:

1. Upon award, Supplier shall furnish MHA with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver or subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should a supplier enter into such an agreement on a pre-loss basis.

3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to an approved by MHA prior to commencement of services. Use of large deductibles and/or self-insured retention will require proof of financial ability as deterred by MHA.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the supplier

E. CERTIFICATE HOLDER AND OWNER ENTITIES:

The **Certificate Holder** shall be:

Maryville Housing Authority
311 Atlantic Ave
Maryville, TN 37801

Owner Entities are defined as those entities listed below and shall be provided with all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s), Permits, the entities below can be identified collectively as "Owner Entities"

MHA, its officials, officers, employees, and volunteers

Parkside

McGhee Terrace

East Park

Broadway Towers

Maryville Towers

Maryville Housing Development Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect Maryville Housing Authority as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities.**)*

F. RIGHT TO REVISE OR REJECT: MHA reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability and affordability of coverage.

G. NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

TERM SHEET- INSURANCE REQUIREMENTS

Certificate Holder	Maryville Housing Authority 311 Atlantic Ave Maryville, TN 37801
Additional Insureds (Owner Entities) <i>(Can be identified collectively as Owner Entities)</i>	MHA, its officials, officers, employees, and volunteers Maryville Housing Authority (MHA) Parkside McGhee Terrace East Park Broadway Towers Maryville Towers Maryville Housing Development Corporation
GL <i>(Supplier & Subcontractors)</i>	\$1M / \$2M
Auto <i>(Supplier & Subcontractors)</i>	\$1M (owned, hired, & non-owned)
WC & Employers Liability <i>(Supplier & Subcontractors)</i>	statutory limits
30-day cancellation <i>(Supplier & Subcontractors)</i>	Required– must indicate on COI
Primary non-contributory <i>(Supplier & Subcontractors)</i>	Required – must indicate on COI
Waiver of Subrogation <i>(Supplier & Subcontractors)</i>	Required – must indicate on COI

Insurance Agent's Statement and Certification:

I have reviewed these insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may be entailed with the coverages.

Agency Name: _____

Authorizing Signature: _____

Agency Name: _____

Authorizing Signature: _____

Agency Name: _____

Authorizing Signature: _____

Bidder's/Proposer's Statement and Certification:

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I and my subcontractors (if any) will comply with the insurance requirements herein.

Bidder's Name: _____

Authorizing Signature: _____

[Return this page with your bid](#)