

REQUEST FOR PROPOSAL

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPLACEMENT – HAM 5 SCATTERED SITES

HAM 007-01-24/25

PROPOSAL DEADLINE: July 18, 2025 at 2 P.M.

HOUSING AUTHORITY OF MADISONVILLE 211 PRIDE AVE. MADISONVILLE, KENTUCKY 42431

Maint@mha-ky.com

Housing Authority of Madisonville HVAC Replacement

Table of Contents

- 1. Bid Proposal to Bidders
 - a. Instructions to Bidders
 - b. Detailed Specifications
 - c. Bid Form (MUST BE RETURNED)
- 2. Form HUD-5369-B Instructions to Offerors Non-Construction
- 3. Form HUD-5370-C General Conditions for Non-Construction contracts
- 4. Contract

INSTRUCTIONS TO BIDDERS

General

The Housing Authority of Madisonville (HAM) is seeking proposals from qualified HVAC Contractors for the replacement of approximately 105 residential HVAC units at its 5 scattered sites. Work under this solution includes the removal and proper disposal of the current HVAC refrigerant. The work is to be completed by November 21, 2025.

The contractor will be responsible for all documents needed to secure permits under the project, including local and state permits as required by the Housing Authority of Madisonville. This will be done in consultation with HAM.

The contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, insurance, and project administration.

Receipt of Bids

The Housing Authority of Madisonville invites and will receive bid proposals on the forms attached hereto, all information on which must be appropriately completed and in the prescribed detail. The entire Proposal may be submitted in-person or by overnight mail. Submissions by mail must be overnighted via FedEx or UPS to the HAM Central Office located at 211 Pride Avenue, Madisonville, KY 42431. The outside of the envelope must be marked as follows:

HAM007-01-24/25 HVAC Replacement Attention: Josh Slaton 270-836-4566

Pre-bid Meeting

A non-mandatory pre-bid meeting will be held on Wednesday, July 9, 2025 at 10 A.M., in the Investment Center located across the street of the main office at 234 Pride Avenue, Madisonville, KY 42431. Attendance at the pre-bid meeting is not required, but it is encouraged. HAM staff will be available at the meeting to provide further details on the required work and to answer all pertinent questions. A tour of one of the sites will be provided.

Agreement

The contract shall be the only agreement between the parties. The PHA Board of Commissioners will authorize the Executive Director to sign the best overall proposal or will reject any and all

proposals. The Executive Director's signature on the contract of the best proposer(s) will indicate acceptance of the agreement for the services indicated in the agreement.

Name, Address, and Legal Status of the Contractor

The Bid Form must be properly signed and the address of the contractor given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the bid by its duly authorized managers or other officers in accordance with its articles or organization, operating agreement and/or applicable law. Partnership Contractors shall give full names and addresses of all partners.

If the bidders is a joint venture consisting of a combination of any and all the above entities, each joint venture shall execute the Bid Form.

Anyone signing a Bid Form as an agent or of another or others must submit with their bid legal evidence of their authority to do so.

Competency of Bidder

Each bidder shall provide a brief description of the business to include the number of years in operation, areas of expertise, number of employees to be assigned to the project, experience with a multi-unit project, etc. References for previous multi-unit projects that were completed should be submitted. The opening and reading of the bid shall not be constructed as an acceptance of the contractor as a qualified, responsible bidder. HAM reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources.

Addenda and Explanations

Explanations desired by prospective bidders shall be requested of HAM in writing to Josh Slaton at maint@mha-ky.com no later than July 9, 2025. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder (send an email to Josh Slaton at maint@mha-ky.com to be added to the bidder list). Any verbal statements by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to bidders prior to date of receipt of bids shall become a part of the contract document and all bids shall include the work described in the addenda.

Scope of Work

Housing Authority of Madisonville has identified 105 apartments that have HVAC units that are in very poor condition that require replacement, along with the replacement of old condensate

pumps as needed. In the past, units such as these were not replaced until they completely failed. In addition, the HVAC units in the remaining 81 apartments across HAM's 5 scattered sites will need to have the A-coils and outside units cleaned. HAM is seeking a qualified HVAC contractor to removed the old units and replace them prior to November 21, 2025. The 186 apartments consist of both single-level and two-story multi-unit homes, each offering one, two, or three bedrooms. All units must be completed according to EPA Guidelines. The contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, insurance, and project administration. HAM will be responsible for disposal of all old units.

The replacement equipment shall consist of a gas furnace, 1.5-ton (29 units) and 2-ton (76 units) air conditioner, and all connections necessary, including the replacement of all plastic disconnect boxes for new metal boxes, for the safe and efficient operation thereof. Including replacement of all gas shut off valve to heating unit with a one-fourth turn gas valve. Existing line sets and electrical wiring may be re-used if in good-condition. Existing thermostats will be re-used or provided by HAM is necessary.

The work is to be completed by November 21, 2025.

Conditions

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidder shall thoroughly examine and be familiar with the specifications. It is expected that bidders will obtain information concerning the conditions at locations that may affect their work.

The failure or omission of any bidder to receive any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its bid or to the contract.

The bidder shall make its own determination as to the conditions and shall assume all risks and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to HAM.

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said contract and as they may be amended. Such shall be deemed to be included in the contract as though written in full in the contract.

DETAILED SPECIFICATIONS

For purposes of determining bid proposal amounts, the work under the awarded contract will be conducted in accordance with the attached Rate Schedule and the following specification:

<u>Payment</u>: Payments under this agreement shall be disbursed on or around the 15th or 30th of each month. To ensure timely processing, contractor shall submit all invoices for completed work no later than five (5) business days prior to each scheduled payment date. Invoices submitted after this deadline may be processed in the subsequent payment cycle.

<u>Scope of Work</u>: The work under the awarded contract shall consist of the items contained in the bid proposal, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the bid documents.

<u>Work Schedule</u>: Contractors are permitted to operate on-site only Monday through Friday, between 7:00 A.M. and 4:00 P.M., as authorized by HAM. No work is allowed on weekends or Federal holidays.

<u>Resident Peaceful Enjoyment</u>: Surrounding residences may be occupied during the activities. The contractor shall take appropriate measures to keep noise and dust to a minimum and prevent inconvenience and hardship to neighborhood residents.

<u>Resident Notification</u>: Notice must be provided to the resident of each occupied unit at least 48 hours prior to the start of work at their apartment. This requirement may be waived if the HVAC in the apartments is inoperable.

Standards of Conduct: The contractor shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. All employees shall wear a photo identification while working on site at HAM property.

Removal of Employees: HAM may request the contractor to immediately remove from assignment to HAM and/or dismiss any employee found unfit to perform duties due to one or more of the following:

- Neglect of Duty
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting
- Theft, vandalism, immoral conduct or any other criminal action
- Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at HAM

<u>Supervision</u>: The contractor will provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified supervisor and one or more alternates shall be designated in writing to HAM prior to contract state. The firm or its designated representative shall be readily available to meet with HAM personnel. The contractor shall provide the telephone numbers ad email addressed where its representative(s) can be reached.

<u>Compliance with Laws</u>: The contractor shall conduct operations under the contract in compliance with all applicable laws, provided, however, that the general specifications of the contract shall govern the obligations of the contractor where there exists conflict with ordinances of HAM on the subject.

<u>Licenses and Taxes</u>: The contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and pay all applicable taxes required by the PHA, City of Madisonville, or the Commonwealth of Kentucky.

<u>Indemnity</u>: Contractor will indemnify and hold harmless HAM, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants, and employees in the performance of this contract: provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract for a willful or negligent act or omission of HAM, its officers, agents, servants, and employees.

<u>Insurance</u>: The contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to HAM and before commencement of work thereunder the contractor agrees to furnish to HAM certificates of insurance or other evidence satisfactory to HAM to the effect that such insurance has been procured and is in force.

For the purpose of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>		<u>Limits of Liability</u>
*** 1	. •	Q

Workers' Compensation Statutory
Employers' Liability \$1,000,000

Bodily Injury Liability Except Automobile \$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage Liability Except Auto \$1,000,000 each occurrence

\$2,000,000 aggregate

HAM shall be included as an additional insured on the aforementioned policies.

<u>Transferability of Contract</u>: Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the contractor without express written consent of HAM.

SMOKE FREE: All HAM campuses are smoke free which includes contractors and their employees. Smoking is not permitted on HAM property.

<u>Selection</u>: An evaluation committee appointed by the HAM's Executive Director will score each proposal in accordance with the stated criteria listed below. The evaluation committee members will complete the scoring in accordance with the criteria set forth above, of each Respondent, based on the information provided in the proposal. The recommended contractor will be selected based on the highest total combined final score from all evaluation committee member. Staff will provide the final recommendations and score to the Board of Commissioners who will be responsible for final selection of the contractor.

Bid Amount 70 Points
Contractor Qualifications 20 Points
Previous Satisfactory Work Completed at a HAM Owned/Managed Property 10 Points

<u>Weather Delays</u>: The contract completion date may be adjusted for weather delays as determined by HAM. Weather delays are defined as days where the contractor cannot perform work due to the severity of the weather. The contractor shall maintain a log of days not worked due to weather and provide HAM with a written explanation on why work cannot be performed. HAM, at its discretion, will determine if the delay is warranted due to weather and will notify the contractor of its decision.

<u>Davis-Bacon and Related Acts</u>: Contractor and all subcontractors must comply with all requirements of the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.

Bid Form

COMPANY NAME:	
BIDDER'S NAME:	
COMPANY ADDRESS:	
TELEPHONE:	
EMAIL:	

PROJECT: HVAC REPLACEMENT – HAM007-01-24/25

RECEIPT OF BIDS: JULY 18, 2025 at 2 P.M.

ADDRESSED TO: HOUSING AUTHORITY OF MADISONVILLE

ATTN: Josh Slaton 211 Pride Avenue

Madisonville, KY 42431

INVITATION OF PROPOSALS

The undersigned, having carefully examined and thoroughly perused specification for the abovenamed project; and become fully familiar with conditions affecting the work required by those specifications outlined within the RFP furnished by the Housing Authority of Madisonville, including the scope of work, hereby proposes to provide all materials, labor, equipment, services, etc., required for the base bid sum of:

Amount Per Unit	
1.5 Ton Units	\$
2 Ton Units	\$
Total Amount for Bid HAM007-01-24/25	\$
Potential Additional Charges	
Total to Clean Coils – Inside and Out (X 81)	\$
Amount IF Line Sets Need Changed	\$
Amount IF Electrical Lines Are Needed	\$
Amount IF Flue Pipe is Needed	\$
Brand and Description of Proposed Systems to be Installed:	

TAXES, PERMITS, BONDS, AND FEES: The bid sum includes all applicable Kentucky taxes, permits, bonds, and fees, required by all legal authorities at the location of the work.

BID GUARANTY: Not Required

PERFORMANCE & PAYMENTS BOND: Not Required

DAVIS-BACON PREVAILING WAGES: Required

- 1. In submitting this Bid, it is understood that the right is reserved by the Housing Authority of Madisonville to reject any and all bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening, thereof, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and furnish he required bond within fourteen (14) days after the contract is presented to them for signature.
- 2. By signing this Bid, the bidder certifies that neither they nor any of their proposed subcontractors are barred or ineligible to be awarded a federally funded contract.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Print Name		
Signature		
Date		