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www.kcdc.org

Requests for Written Quotes

Purchase and Removal of PTAC Units (as needed)

Proposal Number: Q1705

Due Date: 11:00 a.m. (Eastern Standard Time) on August 31, 2016

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

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

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

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

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

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



General Information and Scope of Work

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,800 vouchers through our Section 8 department and has three tax credit properties.
- b. From time to time, KCDC replaces PTAC units in its apartments. When this occurs, KCDC needs a vendor to purchase and remove the old items. This solicitation is to arrive at such an arrangement with one or more vendors.
- c. KCDC locations where PTAC units may become available include:

Cagle Terrace	515 Renford Drive
Isabella Towers	1515 Isabella Circle
Love Towers	1171 Armstrong Avenue
Nature's Cove	2639 Bakertown Road
Northgate Terrace	4301 Whittle Springs Road
Western Heights	1621 Jourolmon Avenue

- d. The successful vendor will pay KCDC for and pick up the PTAC items as they become available. The items will be stored in one or more maintenance shops/apartments at the site. On occasion, some items may be upstairs.
- e. Notes:
 1. Items will have already been disconnected and moved to a storage area.
 2. All items are electric.
 3. Generally, these items are non-operable but some may operate and some parts may be functioning.
 4. Sleeves/casings are not included with the items and most will not have control modules.
 5. KCDC estimates that by June 30, 2017 the vendor will be offered at 175 or more items.
 6. The brands will vary but KCDC knows that appliance brands include Trane and Gree.
 7. The majority of items will be 12,000 BTU 20 amp heat pump models. On rare occasions, the item will be 12,000 BTU 30 amp heat pump models.

8. KCDC will contact the successful vendor when 10 items are ready for removal. The vendor will remove the items within five business days after notification.
9. The vendor is solely responsible for moving and loading the items.

2. **CHANGES AFTER AWARD**

KCDC reserves the right to negotiate changes to the award after consultation with the vendor.

3. **EMPLOYEES**

Vendor will allow only personnel thoroughly trained and skilled to work on the job. At least one employee on every job assignment must have the ability to speak, read, write and understand English in order for KCDC's representatives to communicate effectively with the vendor.

4. **ENTRANCE TO SITES**

Vendor employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

5. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

6. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in this document. Instead, these instructions are at www.kcdc.org. Click on "Procurement" and scroll down to "Resources". By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Vendors."

7. **INSURANCE**

The vendor shall maintain, at vendor's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better. Upon award, the vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The vendor agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this contract

- a. ***Commercial General Liability Insurance:*** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the vendor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. **Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Other Insurance Requirements:** Vendor shall:
 - 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, vendor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance. The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway, NE
Knoxville, TN 37917
 - 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
 - 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.

5. 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 vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
 6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor 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 vendor enter into such an agreement on a pre-loss basis.
 8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
 - f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor 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 vendor against any loss exposures, whether as a result of the project or otherwise.
8. **PAYMENT**
 - a. Payments must be reflective of the agreed to price per item.
 - b. Payments must indicate the number of items removed and the removal date.
 - c. Vendor must submit payment within 5 calendar days of the removal.
 9. **LENGTH OF AWARD**

The length of the award will initially be 12 months and have has four one-year optional renewals.
 10. **QUESTIONS**


Submit questions via email with "Questions about PTAC Removal Services" in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.


11. **SAFETY AND OSHA GUIDELINE COMPLIANCE**


- a. The vendor is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, equipment and vehicles. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- b. The vendor shall impede vehicular traffic flow as little as possible during the project.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The vendor will protect all buildings, appurtenances and furnishings from damage. The vendor shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.


**Purchase of and Removal of PTAC and HVAC Units (as needed) Q1705
Solicitation Document A General Response and Cost Section**


General Information about the Vendor


Sign Your Name to the Right of the Arrow 
Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org.


Printed Name and Title 


Company Name 


Street Address 


City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

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

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

None
 Addendum 1
 Addendum 2
 Addendum 3
 Addendum 4
 Addendum 5

Statistical Information

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

Asian/Pacific
 Black
 Hasidic Jew
 Hispanic
 Native Americans
 White

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

Section 3
 Small Business
 Woman Owned

Pricing

I will pay KCDC this much per PTAC \$

Notes

Vendor: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

9. Iran Divestment Act:

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

Non-Collusion:

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

The undersigned hereby acknowledges receipt of this Solicitation Document B 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	