



Terry McKee, IT & Procurement Director

901 N. Broadway • Knoxville, TN 37917-6699

865.403.1133 • Fax 865.594.8858

procurementinfo@kcdc.org

www.kcdc.org

Invitation for Sealed Bids

Solicitation Name and Number	HVAC Services at Montgomery Village C22019
Responses Must Arrive No Later Than	2:00 p.m. on October 29, 2021 (as KCDC's clocks indicate)
Deliver Responses to	procurementinfo@kcdc.org
Electronic Copies of Documents	Bid documents are available on KCDC's webpage.
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Site Visits	<ul style="list-style-type: none"> • A site visit is scheduled on 10-13-21 from 10:00 to 12:00. • A site visit is scheduled on 10-14-21 from 1:00 to 3:00. • To register for sites visits, email procurementinfo@kcdc.org. • Go to the Montgomery Village office and check in. • COVID restrictions are in place: Masks are required. Social distancing is in force. Do not attend if you are sick. • Site staff will not officially answer questions. Immediately following your site visit, follow up on any questions with an email as directed in the box below.
Questions About This Solicitation	<p style="text-align: center;">KCDC will not accept questions via telephone.</p> <p>Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on October 22,2021.</p>
Award Results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

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 Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "supplier," "bidders," "contractors" and "proposers."
- c. This solicitation is to provide HVAC services at KCDC property named Montgomery Village (office at 4530 Joe Lewis Road) in Knoxville, Tennessee. The work has two parts in the first year:
 - Replacement of two 7.5-ton split heat pumps at the Montgomery Village Boys and Girls Club
 - Replacement of 2-ton and 2.5-ton HVAC units at Montgomery Village over three years with 128 units to be replaced in year one

See the Scope of Work section for the technical details.

2. Bonds

Bid, payment and performance bonds are required if the total bid exceeds \$100,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

- a. A bid **bond** from each supplier equivalent to 5% of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. Performance and payment **bonds** for 100% of the contract price.
- c. All bonding companies must be listed in the "Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice." Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. Changes after Award

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

4. Codes and Ordinances

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

5. **Contact Policy**

Only contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

6. **Contract Approval**

The resulting contract is subject to KCDC's Board's approval.

7. **Contract Documents**

KCDC has posted a prototype of the standard contract and rider that will be used to its webpage. Please review these documents before submitting a bid.

8. **COVID-19 Special Requirements**

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and agree to the following:

a. General:

- Workers will wash and/or sanitize his/her hands periodically throughout the workday.
- Worker will maintain six feet of spacing and social distancing between himself and others.
- Worker will wear a face mask if other persons are present.

b. Worker will not enter the building or be on the premises if he/she answers "yes" to the existence of the any of the below symptoms or circumstances and will contact his/her supervisor immediately.

c. Worker will leave the premises immediately if any of the below symptoms appear during the workday and will contact his/her supervisor of why he/she had to leave.

d. Symptoms:

- Fever of 100 degrees or greater
- New onset of cough
- New onset of shortness of breath
- New onset of sore throat
- New onset of body aches
- Diarrhea
- New onset of headache
- New onset of loss of taste or smell

9. **Damage**

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

10. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. 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.
- e. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- f. Ensure that employees vehicles (whether corporately or privately owned) parked on KCDC property, have the company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

11. Equipment

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

12. Evaluation

KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best." KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "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 bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

13. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 1, 16, 44a, 44c, 44d, 52, 57 and 65.

14. Insurance

See Appendix 1. These insurances and levels are required and not optional. KCDC suggests you discuss the requirements with your agent prior to the bid due date. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.

15. Licensure

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee's "Contractor's Licensing Act of 1994."
- c. The Executive Director of the State Contractor Licensing Board says one of these licenses is required:
 - BC
 - BC-B
 - BC-b(sm)
 - CMC
 - CMC-C
- d. Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
- e. Additional information is at <https://www.tn.gov/commerce/regboards/contractors.html>.

16. Liquidated Damages

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. This applies to the scheduled completion date for each phase of the approved project schedule.

17. Measurements and Drawings

Complete responsibility for the final determination of dimensions lies with the supplier. The supplier shall verify all dimensions with the actual on-site conditions. Where the supplier's work is to join another trade, the supplier's shop drawings shall show actual dimensions and the method of joining the work of those trades.

18. Permits

The supplier (and/or any subcontractors) shall obtain and pay for all permits required to complete authorized work.

19. Price Structure

- a. The initial work will be at the bid price. For work in the subsequent years, the successful supplier may request a change to the agreed to price. The supplier must provide proof of increased Producer Price Index-Knoxville (PPI) to the Procurement Division. The cost will also decrease if the PPI indicates a price decrease. If the price increase is accepted, the solicitation file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.

- b. KCDC does not pay fuel surcharges.
- c. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. However, KCDC reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.
- d. In the event of a pandemic or similar event, KCDC and the supplier will jointly work to resolve labor and materials issues including delivery, completion and cost.

20. Renovation, Repair and Painting Rule (RRP)

Suppliers performing renovation, repair and painting projects that disturb lead-based paint in homes, 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 commencing work. The supplier will keep such certification current throughout the life of the award. RRP applies to this work. Additional information is at:

- 1. HUD's website:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp
- 2. State of Tennessee's website:
<https://www.tn.gov/environment/toxic-substances-program/lead-hazard-program/lead-based-paint-abatement.html>

21. 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 the 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.

22. Safety/OSHA Guideline Compliance

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.

- b. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- c. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- d. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

23. Schedule of Values

After KCDC issues a notice of award, the successful supplier may be required to provide a standard Schedule of Values within 10 calendar days.

24. Security

The successful supplier is responsible for providing any necessary security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

25. Site Examination

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein.

Supplier understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to, damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

26. Small Business Outreach

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

27. Smoke Free Policy

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

- No smoking on owner’s property
- No e-vape or similar usage on owner’s property
- The Smoke Free policy applies in personal or corporate vehicles on owner’s property

b. Applicable definitions include:

- “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or 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” means 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.
- Property means all buildings, parking lots, streets, structures and **land** owned by KCDC. Should the supplier’s staff be observed violating these requirements, KCDC’s Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

28. Solicitation Requirements

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the bid due date. Examples of past issues where suppliers made faulty assumptions include insurance requirements and subcontractor outreach expectations.

29. Storage

KCDC sites have very limited storage space for suppliers to access. Accordingly, suppliers are responsible for the storage of materials and their security. If possible, KCDC will allow suppliers to use space but the safety and security of the items stored is solely the supplier’s responsibility.

30. Storm Water and Street Ordinances

The City of Knoxville’s Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with the City’s ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.

- d. Additional information about NPDES, BMPs and the Land Development Manual at <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville’s Storm Water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.
- f. KCDC will prepare, submit and pay the permitting fees. Upon award, the successful supplier will be required to sign onto the permit and be responsible for implementing and maintaining all erosion control measures as required on the SWPPP.

31. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the 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.

32. Time for Completion

Supplier will achieve substantial completion of each project within the calendar days from the date of the Notice to Proceed:

Project	Calendar Days Allowed for Work
Replacement of the 2-Ton and 2.5-ton Units at Montgomery Village:	To be jointly determined with the supplier.
Replacement of two 7.5-ton split heat pumps at the Montgomery Village Boys and Girls Club.	

33. Utilities

- a. When work is at or in its apartments, KCDC does not normally supply utilities for suppliers because the residents pay their own utility bills. In such cases, the supplier will have to make arrangement for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for suppliers as long as they are currently available at the area.
- c. The supplier must ascertain the availability of utilities for this work prior to submitting a bid.

34. Weather

KCDC provides allowances for excessive inclement weather since this solicitation calls for liquidated damages-provided the supplier exceeds the guaranteed number of days for completion.

a. Extensions of Contract Time

If the basis exists for an extension of time in accordance with this solicitation, then an extension of time based on weather may be granted only for the number of weather delay days exceeding the number of weather days listed as the Standard Baseline for that month.

b. Standard Baseline for Average Climatic Range

The Standard Baseline is the normal and anticipated number of calendar days for each month during which adverse weather will prevent activity. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time. The baseline is:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

c. Adverse Weather and Weather Delay Days

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four-hour period:
 - a. Precipitation (rain, snow or ice) exceeding one-tenth inch (0.10”) liquid measure.
 - b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
 - c. Standing snow exceeding one inch (1.00”).
2. Adverse weather may include, if appropriate, “dry-out” or “mud” days when all the following are met:
 - a. For rain above the Standard Baseline.
 - b. Only if there is a hindrance to site access or site work or excavation and supplier has taken all reasonable accommodations to avoid such hindrance.
 - c. At a rate, no greater than one make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the KCDC.
3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the supplier’s scheduled workday, including a weekend day or holiday if the supplier has scheduled construction activity that day.

d. Documentation and Submittals

1. Submit Daily Jobsite Work Log each month showing which and to what extent activities were affected by weather.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the KCDC at the beginning of the project.
3. Maintain a rain gauge, thermometer and clock at the jobsite. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather more than the average.
5. Organize claim documentation on calendar month periods and submit in accordance with the procedures for claims established by the KCDC.

e. Approval by KCDC

1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
2. KCDC shall not incur extra costs for any extra time increase to the contract.

35. **Work Hours**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 5:30 p.m. Work on Sundays or holidays requires KCDC's advance approval.

Scope of Work/Specifications

36. **General Information**

- a. The supplier shall furnish all labor and material to replace the existing HVAC units as detailed herein.
- b. This work will be performed in vacant and in occupied units which necessitates notice to the residents. Under HUD's regulations, KCDC must provide residents with notice (at least 48 hours in advance) of scheduled entrance (except for emergencies). KCDC usually accomplishes this by giving notice that work will occur during the week of" This method does not tie the supplier to one specific day and thus force re-notification and delays if the schedule changes. The notice does not apply to the work at Boys & Girls Club.
- c. Evacuate the refrigerant as per EPA, state and federal specifications.
- d. Install new outdoor and indoor units per the manufacturer's specifications.

- e. Install new electrical whips for outdoor units per the manufacturer's specifications.
- f. Reuse the existing refrigerant lines.
- g. Replace any damaged/rotted insulation tubing on the vapor line.
- h. Furnish and apply the flush to clean the existing line sets out.
- i. Install a secondary float switch in the condensate pan.
- j. Adequately charge and test all units to ensure their proper operation.
- k. Repair or replace any structural alteration or damages which may be done or caused by work performed during the installation of HVAC equipment to restore the damaged areas to their original condition at the sole expense of the supplier.
- m. Install new filters to be installed at the air handlers upon the completion of the installation.
- n. Tie indoor units into the existing duct supply work. Installers must use straps (and seal it with silver mastic duct tape) to secure the duct to the new indoor unit. Replace duct as needed based on its condition (as an option).
- o. The supplier will reflect any salvage value of units (copper, et cetera) in their bid. KCDC will mark with outside condensers with a white dot of paint if KCDC wants to save them.
- p. The supplier will remove existing units (subject to those units identified herein that KCDC wishes to retain) and properly dispose of them in accordance with all applicable local, state and national codes and requirements.
- q. Conduct a vacuum hold to one clean air/moisture from the system and to make sure the exiting line that are not being replaced hold pressure. If they do not, replace them.
- r. Clean the ducts in the apartment and to the HVAC unit. Note: Price this as an option.
- s. Examine the concrete pad and replace them if cracked or damaged. Note: Price this as an option.
- t. The successful supplier will clean the coils after units are in place for 11 months.
- u. KCDC would prefer (if possible) that the filters on the various units are all standard size and that all are the same size.

37. **Equivalent Products**

KCDC will consider equivalents to the items listed above but approval must be requested in advance of the bid due date. Submit details of proposed units (for any item noted above for which you are not bidding the brand and model specified) to procurementinfo@kcdc.org.

Additionally KCDC reserves the right to require physical samples if they are needed. Once items are approved as equivalents, KCDC will post the information to its webpage for all interested suppliers.

38. Replacement of the 1.5-ton, 2-Ton, 2.5 Ton and 3-Ton Units at Montgomery Village

- a. Year One is only 2-ton and 2.5 ton units.
- b. This work will be conducted over three years.
 - Replace approximately 128 units in year one
 - Replace approximately 121 units in year two
 - Replace approximately 121 units in year three
- c. Details for Year One:

Unit Number	Size	Type	Total
01-08	2 ton	D/F	8
09-14	2 ton	D/F	6
15-20	2 ton	D/F	6
21-24	2 ton	D/F	4
25-30	2 ton	D/F	6
31-36	2 ton	D/F	6
45-48	2 ton	D/F	4
49-52	2 ton	D/F	4
53-56	2 ton	U/F Wall Hung	4
57-60	2 ton	U/F Wall Hung	4
61-66	2 ton	D/F	6
67-70	2 ton	U/F Wall Hung	4
71-76	2 ton	D/F	6
77-82	2 ton	D/F	6
83 & 86	2.5 ton	U/F Wall Hung	2
84 & 85	2 ton	U/F Wall Hung	2
87 & 90	2.5 ton	U/F Wall Hung	2
88 & 89	2 ton	U/F Wall Hung	2
91-94	2 ton	D/F	4
95-102	2 ton	U/F Wall Hung	8
103 & 106	2.5 ton	U/F Wall Hung	2
104 & 105	2 ton	U/F Wall Hung	2
107-112	2 ton	U/F Wall Hung	6
119 & 122	2.5 ton	U/F Wall Hung	2
120 & 121	2 ton	U/F Wall Hung	2
123-128	2 ton	U/F Wall Hung	6
135-138	2 ton	U/F Wall Hung	4
139-144	2 ton	D/F	6
145 & 148	2.5 ton	U/F Wall Hung	2
146 & 147	2 ton	U/F Wall Hung	2

- Replace disconnects and whips
 - Sprinkler heads in the mechanical room will need to zoom lock, et cetera.
 - No torch for refrigerant lines.
- d. Brand Desired: Goodman or equal. Carrier products are not acceptable for this job.
- e. Model Desired: Inside Air Handler “downflow” ARUF “wall hung” AWUF Outside Condenser GSZ14.
- f. Install new thermostats equal to Honeywell model TH3210D1004.
- g. Install new whips.
- h. Install EZ Trap Model #EZT113B on condensate drain.
- i. Add as alternative on all units GPS-FC48-AC a compact self-cleaning bi-polar ionization system.
39. **Replacement of two 7.5-ton split heat pumps at the Montgomery Village Boys & Girls Club Year 1.**
- a. Details include:
- Condensing sections are on the ground
 - Air handlers are in the ceiling of the gym
 - Requires includes new thermostats
 - Requires full refrigerant charge for condensers
- b. Brand Desired: Trane or equal. Carrier products are not acceptable for this job.
- c. Model Desired:
- Air Handler: TWE09043AAAP004*
 - Heat Pump: TWA09043AAAE00K*
- d. Install new thermostats equal to Honeywell model TH3210D1004.
- e. Add as alternative on all units GPS-FC48-AC a compact self-cleaning bi-polar ionization system.
40. **Warranty**
- a. The successful supplier shall provide a one-year (as a minimum) parts and labor warranty against failure. The supplier is responsible for labor and all other costs for diagnosing, repairing and installing warranty parts as well as the handling of defective parts.
- b. Requests for first year parts and labor warranty services will be responded to within 48 hours of being reported to the supplier.
- c. It is the supplier’s responsibility to register all units within 30 days of installation and to provide warranty documents to the property manager.

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 KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) 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 (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 proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee Yes No
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

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

Asian/Pacific Black Hasidic Jew Hispanic Native American White Publicly Owned

Prompt Payment Discount

A ___% prompt payment discount applies when KCDC makes payment in ___ days of accurate invoicing.

Insurance Statement

I have reviewed the insurance requirements and will comply with them without exception. Yes No

RRP Certification Statement

As described in paragraph 20, this firm is RRP certified or intends to use a RRP certified subcontractor to satisfy these requirements. Submit copies of certifications Yes No

Solicitation Document B Bid Form

Pursuant to and in compliance with the solicitation documents, the supplier signing Solicitation Document A, having thoroughly examined the work to be performed, agrees to perform the work for the following total bid amount for the above referenced project. The prices quoted cover all the supplier’s expenses including, but not limited to, overhead, profit, insurance, subcontractors, supplies and bonding. The price is valid for 60 days after the bid opening.

Complete all “blanks”-even if the amount is \$0.00.

Do not change KCDC pricing schematics

Cost Information Cost Information Replacement of the 2-Ton and 2.5-ton Units at Montgomery Village Year 1	
Total Project Cost for 128 units total	\$
Cost per Unit 2-ton (to be used as the base for subsequent years with CPI applied upward or downward to reflect market changes)	\$
Cost per Unit 2.5-ton (to be used as the base for subsequent years with CPI applied upward or downward to reflect market changes)	\$
Option: Provision and Installation of a GPS-FC48-AC a compact self-cleaning bi-polar ionization system.	\$ each

Cost Information Replacement of two 7.5-ton split heat pumps at the Montgomery Village Boys and Girls Club Year 1	
Total Project Cost	\$
Option: Provision and Installation of a GPS-FC48-AC a compact self-cleaning bi-polar ionization system.	\$ each

Total Cost Year 1 for Both Parts of the Work	
Total Project Cost (not including the optional self-cleaning ionization system)	\$

Optional Services (for all units)	
Cleaning of Ducts	\$ per apartment
Replacement of Concrete Pads (if needed and approved by KCDC)	\$ each
Replacement of Duct	\$ linear foot

Current Cost Information Cost Information Replacement of the 1.5-ton and 3-ton Units at Montgomery Village Years 2 and 3 (this is used only to provide a base line for future years)	
Cost per Unit 1.5-ton (to be used as the base for subsequent years with CPI applied upward or downward to reflect market changes)	\$
Cost per Unit 3-ton (to be used as the base for subsequent years with CPI applied upward or downward to reflect market changes)	\$

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 known direct interest in the award or the supplier 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 supplier 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 suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier 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 supplier 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. Supplier 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.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, 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:

- 10. Neither the said supplier nor any of its officers, partners, KCDC, 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 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 supplier or any of its agents, representatives, KCDC, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies:

- 12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

- 14. 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 owner’s 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 D Good Faith Compliance Affidavit

The supplier **must** demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC posts the web links of organizations, which can provide suppliers with a list of minority and women owned businesses, on its web site. These lists are useful in preparing a response to this solicitation.

Place a checkmark in either Section One or Section Two of this form. Provide the information in Section One if you check that box.

Section One I certify that the following companies were asked for pricing for the attached bid and that they were provided with adequate time to prepare a response. Provided the listed companies meet the requirements and their pricing is competitive, it is our intent to use the companies listed. Attached hereto or to be provided to KCDC within five calendar days of solicitation opening is our Form of Commitment/Statement of Effort (failure to submit the Form of Commitment/Statement of Effort may result in **rejection** of your bid.)

Company Name	Person	Product/Service	MOB	WOB

Section Two MOB/WOB's were not contacted because sub-suppliers/contractors will not be needed to complete the contract and all work will be completed by the supplier. **Other MOB/WOB's not shown above, will be considered during the duration of the contract in the event the supplier decides additional subcontractors or supplier will be used (to complete all or part of the contract).**

Signed by	
Print Name and Title	
Subscribed and Sworn to before me on this date	
By	
Notary Public (stamp/signature)	
My Commission Expires on	

Solicitation Document E: Form of Commitment: Minority Owned /Woman Owned Business

Place a checkmark in either Section One or Section Two of this form.

Section One Does not apply - Subcontractors will not be used.

(Stop Here)

Section Two Subcontractors will be used.

(Complete this page)

I certify this firm has or will enter into a formal agreement with the MOB/SBE/WOB businesses for work listed in this schedule.

Supplier Name	M O B	W O B	Contact Person	Type of Supplies to be Provided	Type of Work to be Performed	Dollar Value of Supplies or Service

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

The following companies were listed on the Good Faith Compliance Affidavit submitted with my bid.

Company Name	Person	Product/Service	MOB	WOB

Explain why each of the above companies could not be used to provide the needed products or services.

Company Name	Reason

Above information submitted by _____

Printed/Typed Name and Title: _____

Appendix 1: Insurance Requirements

1. INSURANCE

The Supplier shall maintain, at Supplier'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 Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages. See paragraph "f" for exact naming of certificate holder and additional insured.

The Supplier 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 Supplier under this contract. KCDC's failure to require a Certificate of Insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. Commercial General Liability Insurance: occurrence version general liability insurance including contractual liability with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(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 KCDC, its officials, officers, employees, and volunteers 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 endorsements. 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 KCDC, its officials, officers, employees, and volunteers 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. Employers' Liability Insurance with a limit of not less than \$1,000,000.
- d. Inland Marine / Installation Floater: coverage in an amount at least equal to one hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Supplier agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

e. Other Insurance Requirements:

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of 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 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 KCDC as a material breach of contract.
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. 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 insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier. Employers' Liability Insurance with a limit of not less than \$500,000.

f. Certificate Holders and Additional Insureds:

KCDC, its officials, officers, employees, and volunteers
Montgomery Village Corporation
901 N Broadway
Knoxville, TN 37917

- g. Right to Revise or Reject: KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work or specifications, insurance market conditions affecting the availability or affordability of coverage.
- h. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, 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.

Certificate Holder & Additional Insured	KCDC, its officials, officers, employees, and volunteers Montgomery Village Corporation 901 N Broadway Knoxville, TN 37917
GL (<i>Supplier & Subcontractors</i>)	\$1M / \$2M
Auto (<i>Supplier & Subcontractors</i>)	\$1M (owned, hired, & non-owned)
WC (<i>Supplier & Subcontractors</i>)	statutory limits
Employers' Liability (<i>Supplier</i>); (<i>Subcontractors</i>)	\$1M (<i>Supplier</i>) / \$500,000 (<i>Subcontractors</i>)
Installation Floater (<i>Supplier</i>)	100% of projected completed value
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 all coverages – must indicate on COI

All limits indicated are minimums required.

Solicitation Document F Envelope Coversheet



State Law requires certain State license information on the front of your bid envelope. You are responsible for providing the correct information on the envelope front but KCDC provided this form to guide you. Failure to supply this information may invalidate your bid.

Attach this completed page to the front of your bid envelope

Bid Due Date/Time	10-29-21 at 2:00 p.m.		
State of Tennessee License Holder Name			
State of Tennessee License Number			
Pertinent State of Tennessee License Classification			
State of Tennessee License Expiration Date			
Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
HVAC Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Masonry Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Plumbing Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	

Advisements:

1. KCDC will not consider notes changing the bid written on the bid envelope.
2. For the listed subcontractor types above, you may only list one firm.
3. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>