

Invitation for Written Quotes

EXTERIOR PAINTING SERVICES

Bid Number: Q1706

Due Date: 11:00 a.m. (Eastern Standard Time) on September 16, 2016

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

Pre-Bid Meeting None

Questions: Submit questions to purchasinginfo@kcdc.org

Deliver Bids to: Knoxville's Community Development Corporation
Procurement Division
901 Broadway N.
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.

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. This is a request for quotes-not sealed quotes. KCDC could simply contact three vendors, obtain bids and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed quote and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. Historically KCDC had a centralized paint crew to handle exterior painting needs. However, the centralized paint crew no longer exists and so KCDC intends for this solicitation to result in the selection of one or more firms to provide exterior painting services as needs arise. KCDC and the successful vendor(s) will have arrived at acceptable terms and when needs arise, KCDC staff may quickly and easily order required services.
- d. KCDC will limit the value of any project requested under the terms of this award to \$25,000. Projects exceeding that amount will typically be separately quote on an "as needed" basis.

2. **CHANGES AFTER AWARD**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, the vendor must document to increased costs. KCDC reserves the right to accept and negotiate these charges.

3. **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. The successful vendor and any sub-contractors must fulfill all requirements of the local building department and fire jurisdiction.

4. **CONTACT PERSONNEL**

The vendor will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the vendor shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

KCDC uses a variety of communications methods (text, email and phones) and it is important that vendors use these methods too. KCDC's telephone interaction with vendors is limited.

5. **CONTACT POLICY**

The vendor may not contact office, officer, agent, or employee of KCDC other than the KCDC's Procurement Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

6. **EMPLOYEES**

Vendor will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand the English language in order for KCDC's representatives to communicate effectively with the vendor.

7. **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.

8. **EQUIPMENT**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work. The cost for such equipment, materials and supplies is to be included in the pricing quoted.

9. **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.

All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process. This includes references and business capacity information.

10. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in this document. 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."

11. **IDENTIFICATION**

The vendor's employees will have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name. If vendor's employee drive their vehicles to the work site, the vehicle identification requirements apply.

12. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting award. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

The vendor shall maintain, at vendor's sole expense, on a primary and non-contributory basis, at all times during the life of the award 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 award.

- 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 award 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 N
 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 award.
5. Require all subcontractors to maintain during the term of the resulting award 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 manner 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.

13. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Invoices must:
 1. Be numbered
 2. Have a date on them that is after the work is completed or goods delivered
 3. Show the purchase order number
 4. Breakdown pricing according to the award structure. For instance, if priced by the hour, the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 5. Be suitable for scanning since KCDC does not maintain paper records.

Note: KCDC strongly encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Vendor must submit invoices within 90 days of the date the goods or services were. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.

- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the vendor. KCDC will not pay taxes shown on invoices.
- e. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Vendors will need to set up their access to KCDC’s Vendor Portal to track actual payments made.

14. **LENGTH OF AWARD**

The length of the award will initially be 12 months. The award will have four one-year optional renewals that can be exercised upon KCDC's request.

15. **LICENSURE**

- a. Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the vendor shall maintain the required licenses.
- b. In addition to any City or County licenses that may be required, all vendors must be licensed vendors as required by the “Vendor’s Licensing Act of 1994” as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Vendors. For your convenience, a bid envelope coversheet is at the end of this document. Use it to supply the required information.
- c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Vendor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
 - BC
 - BC-11 (Painting)
 - BC-A
 - BC-B (Commercial)
 - BC-b (sm)

16. **MATERIALS AND WORKMANSHIP**

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



17. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule, and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits for the work.

18. **PRICE STRUCTURE**

a. At the end of the award term, the successful vendor may request a price increase. Proof of increased cost to the successful vendor must accompany price increase requests. KCDC may, at its option:

1. Accept the proposed price increase.
2. Reject the proposed price increase.
3. Suggest an alternative price increase.

b. If KCDC rejects a proposed price the successful vendor may:

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

c. Price decreases are allowed at any time with or without notice.

d. While the successful vendor may offer other services, only those specifically awarded are “on contract.” Other services offered but not covered by the award are procured through specific purchase orders identifying the special services to be offered and the price for them. KCDC’s normal procurement thresholds will apply.

19. **QUESTIONS**

Submit questions via email with “Questions about Exterior Painting Services” in the subject line to purchasinginfo@KCDC.org.

20. **RENOVATION, REPAIR AND PAINTING RULE**

Vendors 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 vendor must submit proof of the applicable certification before commencing work. The vendor will keep such certification current throughout the life of the award.

Not all of KCDC’s sites are subject to RRP rules since some of KCDC’s sites were built after 1978, some sites have been remediated and some sites are exempt. However, some of KCDC’s sites may have lead paint issues and the vendor must be prepared to deal with these sites. Accordingly, as a site requests service, the vendor must inquire with each order as to the lead based paint status of the site requesting the work.



Additional information is at:

- a. HUD's website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp

- b. State of Tennessee's website:

<http://www.state.tn.us/environment/swm/leadpaint/>

21. **REPRESENTATIONS**

By submitting a response, the vendor represents and warrants:

- a. That the vendor 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 vendor 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 vendor has carefully examined the plans, the specifications and the worksites and 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. **RESPONSIBILITIES**

At no expense to KCDC, the vendor will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other vendors.



23. **SAFETY**

- a. The vendor will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor shall ensure that the flow of vehicular traffic is impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- 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 use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

24. **SAFETY DATA SHEETS (SDS)**

Vendor will leave Safety Data Sheets (SDS) for covered items. Vendors ascertain that all products are properly labeled (including the appropriate hazardous material symbols).

25. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful vendor will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

26. **SECURITY**

The successful vendor is responsible for providing (if necessary) any and all 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.



27. **STORAGE**

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

28. **STORM WATER AND STREET ORDINANCES**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful vendor will comply with all aspects of 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. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Additional information about NPDES, BMPs, and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage:
(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- e. The successful vendor 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 vendor will be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. Such charges will be deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

29. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Not be on HUD's Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC's permission.
- e. Comply with the Davis Bacon requirements and submit certified payrolls.

30. **UTILITIES**

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

31. **WAGE COMPLIANCE (DAVIS BACON REQUIREMENTS)**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. This work is federally funded and “prevailing wage” requirements apply. The successful vendor is required to submit certified payroll forms to document wages paid. These forms must accompany the invoice and be approved before payment is authorized.
- b. KCDC personnel may conduct on-site interviews of the vendor’s employees to ascertain that the vendor is following Davis Bacon provisions. KCDC will use HUD forms and record the information.
- c. The minimum wage rates vary by the type of work being performed-not job titles assigned to your employees. If your employee predominately performs this work on the KCDC job, he or she must be paid at the rate below (or higher). If an additional classification is needed, contact the KCDC Purchasing Division.
- d. These requirements apply to all subcontractors used by the successful vendor.
- e. The approved rates for this work are:

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter/Glazier	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
Equipment Operator	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
Laborer	\$7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Skilled Worker	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88
Welder	\$11.72	\$3.28	\$15.00

32. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. Work on Saturdays, Sundays or holidays requires KCDC's advance approval.

Scope of Work

33. **GENERAL COMMENTS**

The following comments are a general description of expected work outcomes. However, each assigned job will have specific requirements to meet. The vendor and KCDC staff requesting the work will discuss the scope of work (including deadlines) and incorporate the information into the detailed estimate. KCDC wants the vendor to provide an acceptable, professional grade job.

34. **CLEAN-UP AND PRECAUTIONS**

- a. The vendor will remove all rubbish from KCDC job sites at the vendor's expense. The vendor may not place trash, paint buckets or other debris in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. The vendor shall also remove any accidental spills and any drippage of paint or finishes from all walls, windows, floors and finished surfaces that were not present before work commenced.
- c. The vendor will complete all work mindful of the convenience and safety of the residents. If there are complaints from occupants about fumes, smells, et cetera, the vendor will immediately cease work, ventilate the area and correct the problem. Such remedies will not cost KCDC.
- d. The vendor will protect KCDC and resident furniture, floors, surfaces, and other areas by covering with drop cloths or other type of covering, moving, masking, or employing detailed application methods.

35. **GUARANTEE**

The successful vendor shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one year from date of final acceptance. Within five working days of notification, the vendor will correct such defects and/or deficiencies at his own expense. Final acceptance does not relieve the vendor from responsibility for latent defects or deficiencies.

36. **INSPECTION**

KCDC will use this schedule but it is subject to change depending on the specific work required.

- a. Once a building's surface preparation is complete, it shall be inspected and approved by KCDC or designate.
- b. After the prime coat is applied, it shall be inspected and approved before applying the finish coat.

- c. All work during application is subject to inspection by KCDC staff.
- d. The vendor and KCDC, when painting is completed, inspect the site to determine if specifications were met.

37. **MATERIALS:**

- a. KCDC reserves the right to specify the types of materials used.
 - b. The vendor shall only use materials compatible with existing materials that will ensure proper bonding and longevity of surfaces.
 - c. All finishes and colors shall match those existing unless directed otherwise by KCDC.
 - d. All tools and equipment used in the performance of the work (i.e. brushes, rollers, sanders, drop clothes, sandpaper, hand tool, et cetera) shall be provided by the vendor and included in the unit prices as overhead.
 - e. When caulk is required, the vendor will use a good quality, latex, exterior caulk such as DAP® DYNAFLEX 230® Premium Indoor/Outdoor Sealant or equal.
 - f. KCDC has established quality and control criteria for the paint used in its facilities. Vendors may use other brands that are equal and approved by KCDC for each specific job assignment.
- **Exterior Latex Semi-Gloss House Paint Acceptable Brand:** PPG 6-500 Line
 - **Exterior Flat Latex House Paint Acceptable Brand:** PPG-72 Line
 - **Oil Based Enamel Acceptable Brand:** PPG-6-282Series
 - **Water Based Epoxy (Interior) Acceptable Brand:** PPG-98-51 or 98-98 Series
 - **Exterior 'Hardy' Lap Siding and Trim:** Two Coats of A89W01151 - SuperPaint® Exterior Latex Satin Sherwin Williams.
 - **Exterior Metal Entrance Doors:** Spot Prime with B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer. Spot prime any Rusted/Bare Metal with two coats of B54W00151 - Pro Industrial Urethane Alkyd Enamel.
 - **Wood Porches, Wood Rails, Wood at Basement Entrance:** Spot Prime with Y24W08980 - Fast Drying Interior/Exterior Oil-Based Primer. Spot Prime All Bare Wood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin by Sherwin Williams.

- **Plywood Ceilings on Porch:** Spot Prime with B51W00620- PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer. Spot Prime Any Bare Plywood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin.
- **Vinyl Shutters:** Apply two coats of A89W00151 - SuperPaint® Exterior Latex Satin.
- **Metal Flashing Above Porches:** Apply two coats of B66W00211 - DTM Acrylic Coating Semi-Gloss by PPG.
- **Wood Walkways (Clear):** Apply two coats of SC0031034 - SUPERDECK® Deck & Dock Elastomeric Coating (50 G/L Low V.O.C.) Red by Sherwin Williams.
- **Metal railings** are to be spot primed using a primer equal to PPG 6-208 Rust Inhibitor Primer and apply two coats of finish equal to DTM Acrylic Coating Semi-Gloss by PPG.

38. **PAINT APPLICATION**

- Vendor shall store, handle, and apply all materials according to manufacturer's specifications, and in compliance with all applicable government regulations.
- Install materials in accordance with manufacturer's instructions. Install material in proper relation with adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- All coating applications or mixing or thinning of material must be in accordance with the manufacturer specifications.
- The vendor will consult with KCDC staff for each work assignment as to whether paint may be applied by roller or sprayer.
- Provide "Wet Paint" signs to protect newly painted surfaces.
- KCDC cannot provide a water source for power washing as each occupant is responsible for their own water bill.

39. **PREPARATION OF SURFACES**

- Thoroughly scrape, with either scrapers or wire brushes, any rough or peeling surfaces anywhere on the exterior. Such areas shall be feather edged with sandpaper before being primed with the appropriate primer prior to the application of two coats of finish as specified.
- Remove all pitch (roof tar) from gutters, flashing, and fascia boards prior to the application of primer coat. Remove all pitch (roof tar) from all copper and aluminum gutters, gutter flashings and fascia. Copper and aluminum gutters, gutter flashings and fascia are not to be painted.

- c. Caulk all painted window frames and doorframes prior to application of paint. Perform all glazing and caulking prior to the application of the primer coat around window glass. Caulking shall include between windows and brickwork, between coping and brickwork, and between coats where two coats are specified.
- d. Paint all doors on both sides, and around top, sides and end. All doors (metal and wood), doorframes and window frames except those having an aluminized unpainted finish shall be painted.
- e. All operable windows shall open freely upon completion of work.

40. **PRODUCTIVE HOURS**

Hours charged under this award shall be only productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of vendor owned or rented equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary tools of the trade.

- a. KCDC must approve overtime in advance.
- b. The vendor will not add truck mileage charges to the bill.
- c. A Trip Charge is permissible if indicated so on the vendor's quote sheet herein.

41. **STANDARDS**

All work shall meet the standards of ASTM D16.


42. **TOUCH-UP PAINT**

The vendor will supply one gallon of each type/color paint to KCDC staff for later touchups. The vendor will ascertain whether staff wants the touch up paint before providing it.

[This and the previous pages do not need to be returned](#)

Exterior Painting Services (as needed) Q1706
Solicitation Document A General Response Information

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:

Section 3 Small Business Woman Owned

Cooperative Purchasing by Other Governmental Entities

Will you extend your pricing and terms to other governments if they desire to use the award?
 Yes No



Exterior Painting Services (as needed) Q1706
Solicitation Document B Cost Information

Vendor: _____

ITEM	COST
Price per Labor Hour for Painting	\$
Price per Labor Hour for Graffiti Removal	\$
Trip/Truck Charge (if any) [Applies once per day per site]	\$
Equipment Charge (if any):	\$
Equipment Charge (if any):	\$
Equipment Charge (if any):	\$
Pressure Washing Cost	\$
Materials Markup (if any, specify which materials)	%
Minimum Cost (if any)	\$
Other:	
Other:	
Other:	

KCDC reserves the right to have all vendors or the top scoring vendors apply their pricing to specific work scenarios as a part of the evaluation process.

Exterior Painting Services (as needed) Q1706
Solicitation Document C Vendor Business Information

1. EXPERIENCE:

Years in business	
Years performing this type of work	
Total number of business clients	
Value of work now under contract	\$
Value of work in place last year	\$
Percentage (%) of work usually self-performed (not sub 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"/>
Company used for pre-employment criminal background checks?	

2. SAFETY:

Have you had any OSHA fines within the last three (3) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) 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 & MATERIALS:

Area	Fulltime	Part Time
Clerical		
Number of Supervisors/Administrators		
Number of Painters		
Number of Laborers		
Other		
How many total employees does your company employ 		

4. LICENSURE INFORMATION:

State of Tennessee Contractor License Number	
Knox County License Number (If applicable)	
City of Knoxville License Number (If applicable)	



Exterior Painting Services (as needed) Q1706
Solicitation Document D Vendor's References

Notes:

1. Provide three client references as similar as possible to this work.
2. List a firm as a reference once even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via electronic survey means.

Name of the business			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Value of the contract per year			



Exterior Painting Services (as needed) Q1706
Solicitation Document E Vendor's Qualifications and Experience

Use this space to explain your company's qualifications and experience. Attach additional pages if necessary. Include items such as:

1. Years in operation
2. Owners(s)
3. Location
4. Number of Clients
5. Largest Project to Date
6. Number of projects underway at any given time
7. Other information that explains your resources and capabilities

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	



Vendor: _____

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(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.

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

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

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

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

