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Request for Proposals

Solicitation Name and Number	Plumbing Services Q2017
Responses Must Arrive No Later Than (As KCDC's clocks indicate)	11:00 a.m. on January 30, 2020
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Procurement is behind KCDC's main office building.
Electronic Copies	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
Responses may be Emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date and Time	Not Applicable
Solicitation Meeting Location	Not Applicable
Solicitation Meeting Connection	Not Applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.
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 (https://www.kcdc.org/procurement/) for addenda and changes before submitting your response	



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. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."
- c. While KCDC has its own employees who perform plumbing work, from time to time, KCDC needs supplemental plumbing services from suppliers. This need is met by the supplier holding KCDC's award for plumbing services. Such needs arise when KCDC employees do not have the capacity or when special skill sets are needed.
- d. The successful supplier will supplement KCDC's ordinary maintenance workforce by providing all labor, materials and equipment necessary to perform routine and emergency plumbing services for KCDC's properties. Typically most of the work for this award involves major and/or special projects as opposed to routine plumbing work (such as replacing flappers, floats, unstopping clogged toilets, et cetera). However that type work may also be required under this award.

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 supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept and negotiate these charges.

3. Codes and Ordinances

All work covered by these award documents 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.

4. Contact Policy

Only contact KCDC's Procurement Division about this solicitation from the issuance of this RFP until its award.

Information obtained any other person will not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the conditions of the resulting award. Such contact can disqualify the proposer from the solicitation process.

5. **Damage**

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

6. **Employees**

Supplier(s) 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 (approximately two days or less).
- 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 KCDC's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that 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.

7. **Equipment:**

Supplier(s) shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **Evaluation**

- a. 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 proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.

- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award.
- e. KCDC’s Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- f. KCDC score and award to the best overall proposer(s) on the following evaluation scale:

Factors	Maximum Points
Cost	60
Equipment Available	10
References	10
Service Plan Proposed Including Quality Control	20
Total	100

9. **General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions 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.”

These paragraphs in the “General Instructions” document **do not** apply to this solicitation: 15

10. **Insurance**

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email purchasinginfo@kcdc.org detailing any requested changes before this solicitation’s due date.

11. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.

- c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether or not to submit a response to this solicitation.
- d. The purchase of goods and services for use by KCDC owned properties are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices for its tax exempt properties. However certain properties are not exempt from taxation and their invoices should include applicable taxes. These are: Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- e. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered.
 - Create separate invoices for Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP showing them as the "Owner" or "Bill To" entity.
- f. Invoices must:
 - Be numbered
 - List a date on them that is after the work is completed or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
 - Show the supplier's name and address

12. **Length of Award**

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

13. **Licenses**

- a. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The supplier must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors.
- b. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work if the project cost is \$25,000 or more.

However, KCDC will abide by any opinions or rulings that the State Contractor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications.

- CMC (full mechanical) or
- CMC-A (plumbing)

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

14. **Price Structure**

a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the agreed to price. The supplier(s) must provide proof of increased Producer Price Index (Knoxville) to the Procurement Division.

Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. 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.

15. **Renovation, Repair and Painting Rule**

Suppliers performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 must be certified for the work and must follow specific work practices to prevent lead contamination. Prior to starting work for KCDC, the supplier must submit proof of the applicable certification. Such certification must be kept current throughout the life of the contract. Additional information can be found on the internet at:

- a. HUD's website: https://www.hud.gov/program_offices/healthy_homes/training/rrp/rrp
- b. State of Tennessee's website: <https://www.tn.gov/environment/toxic-substances-program/regulations.html>

16. **Representations**

By submitting a response, the supplier represents and warrants:

- 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. Suppliers are required to visit the apartment (properties) and become fully familiar with conditions as they exist.
- d. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the sites 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 will not relieve the supplier of any obligation to perform as specified herein.
- e. By submitting a response to this solicitation, each supplier is certifying that they have inspected the apartments/sites and have read the solicitation and all appendices and addenda.

17. **Responsibilities**

At no expense to KCDC, the supplier(s) 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 as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other suppliers.

18. **Safety/OSHA Guideline Compliance**

- a. Staff and public safety are of prime concern to KCDC. All costs are the supplier's responsibility.
- b. Supplier(s) shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.

- d. The supplier(s) 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.
- e. The supplier(s) will protect all buildings, appurtenances and furnishings from damage. The supplier(s) shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier(s) shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.

19. **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 suppliers 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 suppliers 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 suppliers 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? This can be accomplished 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. Supplier shall seek to fill all positions that are unfilled with KCDC residents. For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>.

The successful supplier will give KCDC job announcements for any position that must be filled as a result of the award of KCDC work.

Further, the successful supplier 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 supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

20. **Security**

The successful supplier is responsible for providing (if necessary) all security to equipment, materials, personnel and tools that are required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the apartment.

21. **Smoking 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. HUD 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" 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 owners.

- ✓ Should supplier 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."

22. **Storm Water and Street Ordinances**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful proposer 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. The cost of all drainage controls shall be considered 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. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage. To access the additional information, go to (<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. Proposer shall be 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 shall be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

23. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Report change to KCDC during the project.
- c. Not be on HUD's nor the State of Tennessee's debarment lists.
- d. Carry the insurance coverages as outlined herein.

24. **Wage Compliance**

Federal “prevailing wage” requirements apply to work performed at Western Heights and Isabella Towers. The successful supplier is required to submit certified wage compliance forms once per month. Failure to do so will be sufficient cause for withholding payment and/or termination of the award. This requirement will likely end around the end of December 2020.

- a. Two forms will be used:
 - 1. Employee Statement of Time/Wage Skilled Labor/Employee Statement of Time/Wage Unskilled Labor.
 - 2. Certification of Wage Compliance.
- b. The minimum rates are:

Classification	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter	\$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

- c. If the classifications shown above are not adequate to describe the actual work performed, suppliers must request additional classifications from KCDC. The awarded supplier cannot go by the title they assign their workers. The applicable classification is determined by the work performed-not titles.
- d. These requirements apply to all subcontractors that may be used by the successful supplier.
- e. KCDC revises these rates when required by HUD and the Department of Labor. Should rates be increase, the awarded supplier may increase their rates to reflect the change.

25. **Work Hours**

KCDC’s normal work hours are Monday through Friday starting at 7:30 a.m. with suppliers exiting by 4:00 p.m. After hours and weekend work may be permissible at certain sites and the successful supplier(s) will, if desired, discuss this with the site managers.

26. **Introduction**

The supplier shall perform installation, maintenance and repairs on a Time and Material Basis to KCDC equipment in order to:

- Maintain equipment in proper operating condition.
- Install new equipment.
- Repair existing equipment.

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

27. **After Hours Work**

The supplier may occasionally be required to perform work during KCDC's non-working hours or on weekends or holidays. All work including after-hours work must be approved by KCDC prior to the work commencing. The supplier may invoice at the rate of time-and-a-half based on the regular hourly labor rates listed herein.

28. **Call Back Service**

Upon written notice from KCDC, the supplier must, without charge, promptly and properly replace any and all improper work and material that becomes apparent within a 1 year period from the date of KCDC's acceptance. Call back service for previous repairs or maintenance will be on a 24 hour, 7 days a week basis at no additional cost to KCDC. Response time will be within 2 hours of notification for emergencies and 24 hours for non-emergencies.

Should KCDC and the successful supplier disagree about a call back service being a warranty issue, the supplier will submit details of the situation in writing to KCDC's Procurement Director for review.

29. **Cleanup**

The supplier shall keep the premises free from accumulation of waste materials or rubbish related to the work. Upon completion of the work, the supplier shall remove all waste materials and rubbish from and around the premises, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces, and leave the area "broom-clean."

30. **Confined Space**

The supplier's workers may have to enter confined spaces to perform work outlined in this contract. Entry into a confined space is allowed only through strict compliance with OSHA 29 CIR.1910.146, latest revision.

The supplier's workers may also have to enter areas designated by KCDC as confined areas. The supplier is advised that all safety equipment necessary for supplier's workers to enter restricted access areas or confined spaces shall be provided by the supplier.

31. **Equipment**

The supplier is responsible for having all standard equipment necessary to perform the work. KCDC will not reimburse any equipment rental expense under this agreement unless it is of a special nature.

32. **Estimates**

The supplier may be required to visit the potential job-sites and submit accurate quotations before the work exceeding \$1,000 is authorized. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the quote. Quotations must be provided within five business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

- a. While rare, the successful supplier might be called upon to design systems in lieu of KCDC hiring a design firm. In these cases, the successful supplier may bill KCDC for the work.
- b. In other cases, KCDC may request an estimate for a proposed job. Should the cost prohibit KCDC from authorizing the work, KCDC will accept estimating costs as detailed in the pricing section.

33. **Health & Safety Protection**

- a. The supplier shall comply with any and all federal, state, county, local and municipal statutes, laws, regulations, and ordinances pertaining to the health and safety of the supplier's employees, resident, KCDC staff, visitors and all other persons. The supplier shall conduct his/her operation as may be necessary to avoid any violation of such statutes, laws, regulations, and ordinances. Compliance includes adherence to the Federal Occupational Safety and Health Act (OSHA) of 1970 and its latest revisions governing health and safety in the workplace including Lockout/Tagout Regulations.
- b. If, at any time, the Senior Asset Manager or his/her designee feels that proper safety measures are not being implemented, the supplier will be stopped from working and may resume work only at such time as the condition is remedied.
- c. The supplier shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The supplier shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA and AHERA.
- d. The supplier shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment/materials required to protect the public, surrounding areas, equipment and vehicles.

- e. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- f. The supplier is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.
- g. The successful supplier shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- h. All buildings, appurtenances and furnishings shall be protected by the supplier from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the supplier.
- i. The supplier shall not use any materials or chemicals which may be a physical or health hazard without receiving prior written approval from the Senior Asset Manager. Along with the written request for approval, the supplier shall submit the manufacturer's specifications, a Safety Data Sheet, and any required Environmental Protection Agency (EPA) information on usage and handling. The definition of hazardous substances/materials includes (but is not limited to) such physical hazards as compressed gases, flammable liquids and solids, combustibles, and chemical oxidizers; and health hazards such as carcinogens, irritants, corrosives, sensitizers, and agents which may damage the lung, skin, eyes, or mucous membranes.

34. **Inspections**

The supplier 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 in regard to completed work.

35. **Notice to Proceed**

- a. All work shall be authorized by KCDC via purchase orders.
- b. Jobs shall not exceed \$25,000 unless expressly authorized by the Purchasing Division.

36. **Permits**

The supplier is responsible for obtaining any and all required permits. KCDC will reimburse for the cost of required permits.

37. **Quality**

All work shall be done according to the Plumbing Code. All work must meet the applicable requirements of all authorities having jurisdiction.

38. **Response Time**

- a. Non-emergency needs must be responded to within 24 hours. However, this does not mean that the work must be completed within 24 hours. The work is to be completed within a reasonable and agreed upon timeline commiserate with workloads and the project.
- b. Emergency service requests must be responded to within 4 hours. However, this does not mean that the work must be completed within 4 hours. The work is to be completed within an agreed appropriate time commiserate with the emergency.
- c. Supplier shall maintain 24 hour emergency service and a 24 emergency call number.

39. **Roof Protection**

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

40. **Service Tickets**

Supplier will leave a service ticket (provided by KCDC) on site with the Senior Asset Manager or Maintenance Supervisor at the completion of each day on which services were provided to KCDC. If these are not left, KCDC has the right to withhold payment.

41. **Service Truck**

The supplier shall maintain a stocked Service Truck with materials, tools, ladders, and equipment, to provide plumbing services as described herein at no additional cost to KCDC.

42. **Stop Work**

KCDC can temporarily stop any project in the field because of weather, lack of materials, safety violations, or other unforeseen circumstances or if it is otherwise in its best interest. If the work stoppage is longer than, or is expected to be longer than 48 hours, a written Stop Work Notice will be issued by KCDC.

43. **Time and Materials Basis**

- a. Suppliers are required to submit labor-pricing rates that are all-inclusive hourly labor rates. The labor rates shall be given for each of the different labor classes that are listed on KCDC's form. The hourly rates quoted shall include all fringe benefits, profit, overhead, and general and administrative costs. The time basis for labor charges will include only those hours actually at the job site, not portal to portal or mealtime.
- b. Suppliers are required to have hours worked certified by KCDC personnel.

The billable time starts when the worker checks in and ends when the worker checks out with the designated KCDC employee. A job/service ticket will be left with the KCDC designee. This document will show the arrival and departure time and date for each employee.

- c. Additional charges will not be allowed for truck mileage. Nor will additional charges for fuel be allowed.
- d. Overtime/holiday rates will not be paid unless specifically authorized in writing by KCDC.
- e. Service calls shall typically be responded to by a journeyman plumber. Any additional personnel must be authorized by KCDC. If additional personnel are necessary, they are to be laborers or apprentices unless the service requires a higher level plumber.
- f. The supplier shall provide the following miscellaneous materials and supplies to KCDC at no additional cost: cleaners, rags, nuts, screws, bolts, nitrogen, oxygen, acetylene, flux, sand cloth, solder, wire nuts, wire connectors, electrical tape, and leak detector chemicals. All other parts and materials shall be invoiced at cost plus a fixed markup as stated herein. The markup will not apply to any sales taxes paid or freight. All freight charges must be approved by the Senior Asset Manager prior to ordering parts and materials.
- g. The parts and materials furnished shall be identical to those removed from service when required for compatibility or, otherwise, shall be of the same function and quality as those removed unless specific exception is granted by the Senior Asset Manager. If the supplier determines that parts or materials are necessary to restore a system or piece of equipment to its proper operating condition, the supplier, prior to purchasing those parts or materials, shall obtain approval from the Project Manager. When the supplier purchases new parts for which KCDC will be charged, the supplier shall not remove the old parts from the premises until the old parts have been examined and tagged for removal by the Senior Asset Manager. This requirement applies to mechanical and plumbing items and does not alleviate the supplier from his responsibility for promptly removing debris and waste from the work sites.
- h. The supplier shall provide all tools and equipment considered to be normal and customary to the trade, including but not limited to: standard hand tools, sump pumps, wet/dry vacuum, acetylene torch outfit including hoses, turbo-torch outfit, band saws, rotary hammer drills, hand drills, gear/bearing puller, torque wrenches, chain blocks hoists, come along hoists, step ladders and extension ladders.
- i. Rental or supplier-owned equipment used on a project shall be charged at a flat all-inclusive per hour rate with no additional charges such as overhead, profit, or general and administrative cost. KCDC will only approve charges for equipment such as scissor lifts and scaffolding which are not normally used in the normal course of work and which it deems reasonable and representative of fair market price.

- j. Subcontractor costs are to be billed as a lump sum not to exceed the amount submitted on the estimate. The supplier shall submit a general description of the work to be performed including, but not limited to, number of hours, material, and equipment cost performed by the approved subcontractor. The supplier will be allowed to add an amount not to exceed five percent of the total subcontractor's costs to his invoice. The supplier agrees that this amount shall represent the total allowable overhead for subcontractor costs. The supplier further agrees that KCDC is not liable or responsible for any costs or charges incurred by the supplier in excess of the original estimate. The subcontractor shall be considered as an agent of the supplier, who shall be held fully accountable for all of the subcontractor's services, labor, and materials relative to the contract. Nothing contained in this document shall create any contractual relationship between KCDC and any subcontractor or sub-subcontractor. If changes to the scope of a project occur, the supplier's subcontracting price may increase or decrease based on the required changes. If such changes occur, a revised estimate must be submitted and approved by the Senior Asset Manager.
- k. KCDC reserves the right to reject any subcontractor's estimate which KCDC feels is excessive or unreasonable and may request the supplier to obtain estimates from others. In addition, KCDC may request references on all subcontractors, as it deems necessary.

44. **Warranties**

Warranties that are applicable to merchandise and service provided to KCDC will be delivered to KCDC's Maintenance Supervisor at the Supportive Maintenance office.

- a. Warranties must indicate:
 - 1. The site where the installation occurred.
 - 2. The specific location (apartment, floor, wing, et cetera).
 - 3. The serial number of the unit.
 - 4. The brand and model of the unit.
 - 5. The date the warranty commences.
 - 6. The KCDC purchase order number.
- b. Suppliers will provide a minimum 12 month warranty on parts and labor on all new installations. The 12 months starts once the repair or installation is complete and the unit is in service.
- c. Often manufacturers will provide extended warranties (in excess of 12 months) at no additional cost. Such warranties are to be passed onto KCDC.
- d. The supplier will provide a quarterly listing/printout of all equipment installed during each quarter. Such listing will be broken down by location.
- e. The supplier will be required to accomplish all warranty repairs during the contract period and after the contract period has expired, if the warranty is still in force.

45. **Work Sites**

As of this date, KCDC's sites are shown below. The success supplier may be asked to work at any of these or other sites that may be added to KCDC's portfolio.

Site	Address	Contact Person	Phone
Autumn Landing Apartments	6331 Pleasant Ridge Road	James Pruitt	403-1422
Cagle Terrace	515 Renford Drive	Rhonda Harris	403-1310
Cottages at Clifton Road	Clifton Road area	Kristie Toby	403-1420
Eastport Residences I	McConnell Street	Kim Clark	403-1390
Eastport Residences II	McConnell Street	Kim Clark	403-1390
Five Points Phase I	McConnell Street	Kim Clark	403-1390
Five Points Phase II	McConnell Street	Kim Clark	403-1390
Five Points Phase III	McConnell Street	Kim Clark	403-1390
Five Points Phase IV	McConnell Street	Kim Clark	403-1390
Five Points Multiplexes	McConnell Street	Kim Clark	403-1390
Five Points Duplexes	McConnell Street	Kim Clark	403-1390
Isabella Towers	1515 Isabella Circle	Sam Chambers	403-1340
Lonsdale Homes	2020 Minnesota Avenue	Darlene Farmer	403-1350
Love Towers	1171 Armstrong Avenue	Steve Ellis	403-1360
Main Office	901 N. Broadway	Jack Canada	403-1371
Mechanicsville Homes	Mechanicsville area	Darlene Farmer	403-1350
Montgomery Village	4530 Joe Lewis Road	Linda Jeter	403-1380
Nature's Cove Apartments	2639 Bakertown Road	James Pruitt	403-1422
North Ridge Crossing	712 Breda Drive	Adronicus Thomas	403-1320
Northgate Terrace	4301 Whittle Springs Road	Terri Evans	403-1400
Passport Property	1626 Wallace Street area	Beth Bacon	403-1390
Procurement Office Building	901 N. Broadway	Jack Canada	403-1371
Supportive Maintenance	302 East Anderson Avenue	Jack Canada	403-1371
Valley Oaks	3504 Oak Branch Circle	Adronicus Thomas	403-1320
Verandas	107 Flenniken Avenue	Linda Jeter	403-1380
Vista	957 East Hill Avenue	Darrell Lindsey	403-1300
Western Heights	1621 Jourolmon Avenue	Kristie Toby	403-1420

[This and the Previous Pages Do Not Need to be Returned](#)

Plumbing Services Q2017
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow →

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 →

Company 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 qualifies as Section 3 business (as defined by HUD): Yes No
51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30% or more of its workforce or commits to subcontract at least 25% of the project's dollars to a Section 3 business.

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

Prompt Payment Discount

A prompt payment discount of ___% is offered for payment within ___days of submission of an invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No For a fee of _____

Supplier: _____

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 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/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against 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, owners, 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 proposer with any KCDC 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 KCDC 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	

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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.

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Plumbing Services Q2017
Solicitation Document D Business Capabilities

Use this section of your response to detail your company's qualifications. Include:

1. An overview of your company's history
2. The names of key personnel who will be involved in this project and indicate titles and roles.
3. A list of subcontractors-if applicable.
4. General Business Information

Years in business	
Years in business under this name	
Years performing this type of work	
Value of work now under award	
Value of work in place last year	
Number of Clients	
What company do you use for pre-employment criminal background checks?	
Has your company:	
Failed to complete an award?	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 supplier?	Yes <input type="checkbox"/> No <input type="checkbox"/>

5. 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.	

6. Personnel:

Area	Fulltime	Part Time
Clerical		
Management		
Plumbers		
Total Employees working for your company		

1. Regular Work Orders/Timeframes

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

2. Emergency Work Orders/Timeframes

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

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

Work (labor) is guaranteed for how many years?	
Materials are guaranteed for how many years?	
Mark up on materials	%
Service Truck Charge (total for each day)	\$
Service Charge per Job	\$
Mini-Excavator Per Day	\$
Dump Truck Per Day	\$
Pump Vacuum Truck per Day	\$
Backhoe Per Day including Transport Fees	\$

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 "g" for exact naming of certificate holder and additional insureds (Owner Entities).**

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 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 the **Owner Entities** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 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 the **Owner Entities** as additional insureds.

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Environmental Impairment Liability:** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.

e. **Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by KCDC.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

f. **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/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

g. **Certificate Holder and Owner Entities:**

The **Certificate Holder** shall be: KCDC
 901 N Broadway
 Knoxville, TN 37917

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

KCDC, its officials, officers, employees, and volunteers
Eastport Development, LP
Five Points 1 LP
Five Points 2 LP
Five Points 3 LP
Five Points 4 LP
Lonsdale, LP
North Ridge Crossing, LP
Vista at Summit Hill, LP
Bell Street LP
Montgomery Village Corporation
Cagle Terrace Corporation

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

- h. **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/specifications, insurance market conditions affecting the availability or affordability of coverage.
- i. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Bell Street LP Montgomery Village Corporation Cagle Terrace Corporation
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
Environmental Impairment Liability	\$1M
Pollution Liability	ISO CG 0039, or equivalent
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required – must indicate on COI