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purchasinginfo@kcdc.org
www.kcdc.org

Invitation for Sealed Bids

Drain Cleaning Services (as needed)

Solicitation Number: Q1712

Due Date: 11:00 a.m. (Eastern Standard Time) on November 4, 2016

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

Meeting: None

Questions: Submit questions to purchasinginfo@kcdc.org

Deliver 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 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written bids from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. While KCDC has its own employees who perform routine plumbing services, from time to time, KCDC requires supplemental drain cleaning (and related) services from vendors. Needs arise and KCDC employees do not have the time or special skill sets to address them.
- d. The successful vendor shall supplement KCDC's ordinary maintenance workforce by providing all labor, materials and equipment necessary to perform drain cleaning and related.
- e. The drain cleaning service will be on a twenty-four hour, seven days a week basis.
- f. The successful vendor is required to have and use email as KCDC typically communicates and transmits purchase orders via email. Additionally KCDC often uses "texting" to communicate.

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. **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.

4. **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 Design Professional from participation in the solicitation process.

5. **DAMAGE**

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

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 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.
- e. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have picture identification badges at all times.
- f. Employees parking or driving 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. **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 the vendor’s employees drive their vehicles to the work site, the vehicle identification requirements apply.

12. **INSURANCE**

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

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

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

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

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

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

The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway 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 contract.
- 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor.

Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should vendor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the vendor against any loss exposures, whether as a result of the project or otherwise.

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 has four one-year optional renewals that KCDC may choose to exercise.

15. **PRICE STRUCTURE**

- a. At the end of each award year, 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. Vendor may decrease prices at any time with or without notice.

16. **QUESTIONS**

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

17. **SAFETY**

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

18. **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. Commits to subcontract at least 25% of the project's dollars to Section 3 businesses.
- 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.

19. **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.

20. **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.

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

This work is federally funded and “prevailing wage” requirements apply. The successful vendor will submit certified payroll forms each month to document wages paid. These forms must be provided monthly and be approved before payment will be authorized.

- a. The minimum wage rates vary by the type of work being performed-not job titles assigned to 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 Procurement Division. The minimum wage rates are:

| Title | 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 I | \$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 Laborer | \$9.34 | \$2.62 | \$11.96 |
| Unskilled Worker | \$7.72 | \$2.16 | \$9.88 |
| Welder | \$11.72 | \$3.28 | \$15.00 |

- b. These requirements apply to all subcontractors used by the successful vendor.
- c. While the most likely classifications are in bold, the vendor must use whichever actually apply.

22. **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 will require advance approval by KCDC.

Description of Desired Services

23. CALL BACK SERVICE

Call back service for previous repairs or maintenance will be on a twenty-four hour, seven days a week basis at no additional cost to the KCDC and response time will be within two hours of notification for emergencies and twenty-four hours for non-emergencies.

Should KCDC and a vendor disagree about whether or not a call back service is a warranty issue the vendor will submit details of the situation to KCDC's Procurement Division for review.

24. CHARGES

KCDC will not pay "portal" or "travel" charges. Costs to KCDC will start when workers arrive on KCDC property. Charges to KCDC will cease when workers leave KCDC property.

25. CLEAN-UP AND PRECAUTIONS

- a. The vendor will remove all rubbish accumulated from a job from KCDC's premises at his expense. Vendor will not place trash and other debris in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. Payment occurs after all clean-up requirements are completed.
- c. The vendor will perform all work at the convenience and safety of the occupants. If there are complaints from occupants about fumes, smells, et cetera, the vendor shall be required to immediately cease work and ventilate the area until the problem is corrected. The vendor will be required to reschedule the work at a time suitable to the occupants or devise a ventilation method that eliminates the problem. Any remedy used by the vendor is at no additional cost.

26. CODES

The vendor will conduct all work in complete accord with all requirements of all authorities having jurisdiction. KCDC will not authorize payment until code compliance occurs.

27. CONTACT PERSONNEL

It shall be essential to the success of this contract to develop a good working relationship with the successful vendor. The vendor will not assign more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful vendor shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC to avoid any interruption of service.

28. EMERGENCY WORK

- a. Vendor shall maintain 24-hour emergency service and a 24-hour emergency call number.
- b. Vendor shall guarantee response time within three hours of initial calls and provide emergency service as soon as possible if the call is stated to be an extreme emergency, but in no case be longer than four hours unless otherwise directed.

29. **EQUIPMENT**

Vendor shall be responsible for having or acquiring all standard equipment necessary to perform under this agreement. KCDC shall not reimburse any equipment rental expense under this agreement unless it is of a special nature.

30. **ESTIMATES**

The vendor may be required to visit the potential job-sites and submit accurate quotations before work authorization. If the quotation is accepted and the work performed, the vendor's invoice shall not exceed the quote. The vendor must supply quotations within five business days of request. All quotations must show any subcontractors used for the job. Quotations must show the approved labor and material rates.

31. **LABOR CHARGES**

- a. Vendors shall include all costs (overhead, profit, insurance, workmen's compensation, unemployment insurance, social security, supplies and materials, et cetera.) in the hourly rate.
- b. Vendors 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. The vendor will leave a job/service ticket with the KCDC designee. This document will show the arrival and departure time and date for each employee.
- c. Additional charges are not allowed for truck mileage.
- d. Overtime/holiday rates will not be paid unless specifically authorized in writing by KCDC.
- e. Any time consumed for meals eaten during the time on the job will be deducted.

32. **LICENSING**

If applicable, responders must be properly licensed by the State of Tennessee and all other authorities having jurisdiction.

33. **ROUTINE WORK**

The vendor will complete non-emergency work within 5 workdays following the request.

34. **TYPES OF SERVICES DESIRED**

The successful shall provide the following services on an as needed/when needed basis.

- Cleaning of 1-1/4 inch drains
- Cleaning of 1-1/2 inch drains
- Cleaning of 2 inch drains
- Cleaning of 3 inch drains
- Cleaning of 4 inch drains
- Cleaning of 6 inch drains
- Cleaning of 8" line, storm drain, et cetera
- Cleaning of sewer lines, roof or storm drains
- Cable Truck

- Camera services for sewer lines, roof or storm drains
- Camera Truck
- Jetting of lines
- Pumping of manholes
- Washing out of big sewer lines
- Truck Jetter
- Washing out small sewer lines

35. **VENDOR SERVICE TICKETS**

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

36. **KCDC SITES**

This list shows the sites currently serviced. KCDC may add or delete sites as needs change.


| | |
|--------------------------|---------------------------|
| Austin Homes | 957 E. Hill Avenue |
| Austin Field | Austin Homes |
| Autumn Landing | 6331 Pleasant Ridge Road |
| Cagle Terrace | 515 Renford Drive |
| Eastport Residences | 317 McConnell |
| Isabella Towers | 1515 Isabella Circle |
| Lee Williams Complex | 317 McConnell |
| Lee Williams Field | Lee Williams Homes |
| Lonsdale Homes | 2020 Minnesota Avenue |
| Love Towers | 1171 Armstrong Avenue |
| Mechanicsville Homes | Mechanicsville area |
| Montgomery Village | 4530 Joe Lewis Road |
| Nature's Cove | 2639 Bakertown Road |
| North Ridge Crossing | 712 Breda Drive |
| Northgate Terrace | 4301 Whittle Springs Road |
| Northgate Terrace Garden | Northgate Terrace |
| Passport Homes | 1626 Wallace Street area |
| Passport Residences | 1626 Wallace Street area |
| Supportive Maintenance | 302 E. Anderson |
| Taylor Homes | 317 McConnell |
| Taylor Homes Field | Taylor Homes |
| The Verandas | 107 Flenniken Avenue |
| The Vista | 957 East Hill Avenue |
| Valley Oaks | 3504 Oak Branch Circle |
| Western Heights | 1621 Jourolmon Avenue |


Do not return this and the previous pages



Drain Cleaning Services Q1712
Solicitation Document A General Response and Cost Section

General Information about the Vendor

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

Printed Name and Title 

Company Name 

Street Address 


City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

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

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Cooperative Purchasing by Other Governmental Entities

Not applicable

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

Section 3 Small Business Woman Owned



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

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ref. Handbook 7460.8



(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:



Drain Cleaning Services Q1712

Solicitation Document D Costs

Vendor: _____

| Costs (inclusive of all labor, materials, overhead, profit, administration and all other fees) | |
|---|------------------------------|
| Cleaning of 1-1/4 inch drains | \$ _____ per drain |
| Cleaning of 1-1/2 inch drains | \$ _____ per drain |
| Cleaning of 2 inch drains | \$ _____ per drain |
| Cleaning of 3 inch drains | \$ _____ per drain |
| Cleaning of 4 inch drains | \$ _____ per drain |
| Cleaning of 6 inch drains | \$ _____ per drain |
| Cleaning of 8" line, storm drain, et cetera | \$ _____ per drain |
| Cleaning of sewer lines, roof or storm drains | \$ _____ per person per hour |
| Cable Truck | \$ _____ |
| Camera services for sewer lines, roof or storm drains | \$ _____ per person per hour |
| Camera Truck | \$ _____ |
| Washing out of big sewer lines | \$ _____ |
| Truck Jetter | \$ _____ |
| Washing out small sewer lines | \$ _____ |
| Minimum Hours (if any) | |
| Other charges (be specific) | |
| | |
| | |
| | |
| | |

KCDC is not responsible for and will not reimburse vendors for equipment damaged while performing requested services.

The vendor is responsible for owning all standard equipment necessary to perform work. KCDC shall not reimburse the rental of routine equipment.

| EQUIPMENT | OWN/LEASE | PER HOUR CHARGE |
|------------------|------------------|------------------------|
| | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |

Do not change this pricing format. If you have suggestions for improving this structure, email purchasinginfo@kcdc.org and suggest them. If accepted, KCDC will issue an addendum changing them.



Vendor: _____

Provide this information so that KCDC can determine your capacity to perform the required work.

1 EXPERIENCE:

| | |
|--|--|
| Years in business _____ | |
| Years in business under this name _____ | |
| 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"/> |
| What company do you use 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:

| | | |
|---|-----------------|------------------|
| How many total employees does your company employ? _____ | | |
| Area | Fulltime | Part Time |
| Clerical _____ | | |
| Management _____ | | |
| Laborers _____ | | |
| Number of Employees Expected to be Assigned by KCDC _____ | | |
| Number of Service Trucks _____ | | |
| | | |