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Request for Proposals

Solicitation Name	Restoration Services
Solicitation Number	Q2002
Responses Must Arrive No Later Than (As KCDC's clocks indicate)	11:00 a.m. on October 22, 2019
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Procurement is behind the 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 checked="" type="checkbox"/> Yes <input 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 via Telephone	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. Throughout the year needs arise for restoration services to a number of KCDC sites due to fires, water damage, water leaks, mold, accidents and other issues. KCDC needs one or more suppliers under "contract" so that repairs/restoration can occur quickly and efficiently. Details are given in the "Scope of Work" section however typical tasks may include:
 - Appliance cleaning/repairs
 - Clothing/rug cleaning/dry cleaning
 - Disinfection of affected area
 - Drying of affected area
 - Extraction of water and sewer (may include removal of flooring, walls, et cetera)
 - Furniture repairs/cleaning
 - HVAC/duct work cleaning and/or replacement
 - Mold remediation
 - Reconstruction/Build Back estimates for customer settlements
 - Removal, disposal, storage, documentation of personal items
 - Testing of area (environmental)
- c. KCDC reserves the right to handle specific projects above \$25,000 on a separate and/or negotiated basis with the success supplier(s).

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. **Contact Policy**

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

Information obtained from an unauthorized officer, agent, or employee 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 for the purpose of this project. Such contact can disqualify the proposer from the solicitation process.

4. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.
- e. 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.

5. **Equipment:**

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

6. **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 bid/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 plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points
Cost/Cost Structure	40
Proposed Approach and Ability to Meet Timelines	30
Corporate Qualifications and Experience	20
References	10
Total	100

7. **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.”

8. **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.

9. **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 Vendor Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC’s Vendor 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 vendor’s name and address

10. **Length of Award**

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

11. **Locations**

KCDC has the locations listed below which may need these services from time to time. Additional sites may be added as KCDC’s needs change.

Site	Address	Contact Person	Phone
Austin Homes	957 East Hill Avenue	Darrell Lindsey	403-1300
Autumn Landing Apartments	6331 Pleasant Ridge Road	James Pruitt	403-1422
Cagle Terrace	515 Renford Drive	Rhonda Harris	403-1310
Eastport Residences	McConnell Street	Kim Clark	403-1390
Five Points (Phase I, II, III, IV)	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	Andronicus Thomas	403-1320

Site	Address	Contact Person	Phone
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	Andronicus 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

12. **Price Structure**

- a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier 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.

13. **Safety/OSHA Guideline Compliance**

- a. Staff and public safety are of prime concern to KCDC and all costs associated are the supplier's responsibility.
- b. Supplier shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- e. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier 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 shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.
- g. The supplier shall purchase and issue all chemicals in their original containers. Materials requiring precautionary warnings shall have such notices affixed to all containers as prescribed by law, regulatory agencies or this contract.

Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

- h Suppliers are advised that SDS must be provided for each product intended for use within the KCDC system. *As work is performed*, submit the SDS to the property management team at each site.

14. **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. Additionally 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.

15. **Smoking Policy**

KCDC has a Smoke Free policy that applies to you, your employees and all subcontractors. Specifically, the policy (which is HUD required) 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

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" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- ✓ Property means all buildings, parking lots, streets, structures and **land** owned by owners.

Should supplier staff be observed violating these requirements, KCDC's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences; owners may ask the supplier to not send the employee to owner's property. Repeated offenses may result in forfeiture of your awarded "contract."

16. **Submittal Instructions**

Submit your information in the order indicated below:

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Qualifications Statement	Proposer
Solicitation Document E	Service Plan	Proposer
Solicitation Document F	References	Proposer
Solicitation Document G	Cost Proposal	Proposer

- a. Place your company's name on each page and number all pages consecutively
- b. The use of tables in presenting information facilitates the evaluation team's review.
- c. Do not use phrases such as "See the attached" or "Will be provided upon award."
- d. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.

17. **Work Hours**

KCDC's normal work hours are Monday through Friday from 7:30 a.m. until 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.

General Information

18. **General Information**

The purpose of this solicitation is to provide an immediate response for cleanup services when a "disaster," such as water leaks and fire incidents, occurs at any of KCDC's locations. Each year across KCDC's portfolio of properties there will be fire, water and other types of damages that require quick remediation and/or restoration to avoid further damages.

- a. This is a multi-year, multi-task contract for the response to and assessment of, drying, containment, decontamination, removal, treatment, transportation, disposal, and stabilization of building structure, finishes and/or other impacted properties following a fire, water, or other related incident. The terms and conditions contained herein shall apply to the "Fire, Water, Mold Remediation Services" contract.
- b. "As needed" services that may be required include:
 - Biohazard cleanup
 - Corrosion Control
 - Data/Media Restoration and Preservation
 - Debris removal
 - Document Restoration
 - Electronic Restoration

- Emergency construction for damage mitigation (to repair existing facilities, no new construction)
- Fire, smoke and water damage mitigation and restoration
- Hazardous Substance Decontamination
- Mold and Mildew Removal and Prevention
- Odor Removal and Control
- Sewage decontamination
- Vandalism cleanup
- Water extraction, mitigation and restoration
- Wood Restoration and Preservation

19. **Cleaning**

- a. Clean all items installed under the contract.
- b. Work includes washing, sweeping, polishing of all finished wall surfaces, floors, windows, hardware, mirrors, lighting fixtures and equipment items.
- c. Replace damaged or defaced items not acceptable to KCDC's satisfaction at no additional expense to KCDC.
- d. During work, each supplier shall:
 - Clean up all waste materials, rubbish, and debris resulting from his/her own operations daily.
 - Place waste materials, rubbish, and debris from operations into approved containers outside of building in an area designated by KCDC.
 - Oversee cleaning and ensure that the site is maintained free from accumulations of debris.
 - At reasonable intervals, minimum once a week, clean up the entire site of excess debris and dispose of debris off-site.
 - Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment.
 - Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations.
 - Comply with additional requirements defined in specifications.
 - Vacuum interior areas when ready for painting.
 - Schedule cleaning operations so that contaminants resulting from cleaning do not fall on wet painted surfaces.
- e. Final Cleaning
 - At completion of project, just prior to acceptance or occupancy, perform final cleaning.
 - Remove dirt, stains, labels, and foreign materials.
 - Repair and touch-up marred areas.
 - Broom clean paved surfaces; rake clean other surfaces of grounds; vacuum, polish and mop floors.

20. **Compliance with Regulations**

The supplier agrees that all work authorized under this solicitation shall be performed in conformance with all applicable federal, state, and local laws, regulations, and rules including, but not limited to the following: Occupational Safety and Health Act (OSHA), National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conservation and Recovery Act (RCRA), Clean Water Act, Clean Air Act, Tennessee Hazardous Waste Management act, Federal Motor Carrier Safety Regulations, and the Federal Hazardous Materials Regulations as adopted by Knox County and the State of Tennessee.

21. **Cutting and Patching**

- a. The supplier is responsible for all cutting, fitting or patching that may be required to complete the work or to make any and or all parts fit together properly.
- b. The supplier shall not damage or endanger any portion of the work or the work of KCDC or any separate suppliers by cutting, patching or otherwise altering any work.
- c. The supplier shall not cut or otherwise alter the work of KCDC or any separate supplier except with the written consent of KCDC and of such separate supplier.
- d. The supplier shall not unreasonably withhold from KCDC or any other separate supplier his consent to cutting or otherwise altering the work.
- e. Any part of finished work damaged during installation or prior to Substantial Completion of work shall be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of work. Where this cannot be fully accomplished, the damaged item or part shall be replaced.
- f. In all cases, exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage.
- g. All replacing, patching and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the trades involved. Such replacing, repairing and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced will, upon completion of the work, match the surrounding similar surfaces.

22. **Fire Protection**

- a. Provide adequate fire extinguishers on the premises during the course of remediation services, of the type and sizes recommended by the NFPA and the Uniform Fire Code to control fires resulting from the particular work being performed and instruct employees in their use. Extinguishers shall be placed in the immediate vicinity of the work being performed and be ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, tar pots, kettles, et cetera, no work shall be commenced or equipment used unless fire extinguishers of approved type and capacity are placed in the working area available for immediate use by the workman using the above-mentioned equipment.

- b. If Hot Work is performed, supplier is responsible for managing fire watch and controls to ensure all hot materials are managed according to Hot Work fire watch procedures. Hot Work is defined as any process that can be a source of ignition when flammable material is present or can be a fire hazard regardless of the presence of flammable material in the workplace. All Hot Work will require the submittal of a Building Permit Application with the applicable sections completed.

23. **Hazardous Substances**

The supplier shall provide for the emergency and routine identification, characterization, removal and disposal of any hazardous substances and/or pollutants including, but not limited to hazardous materials, hazardous wastes, emissions, and/or discharges released in any manner during the causative incident covered by this contract.

The supplier shall provide emergency response services to abate asbestos that may pose an imminent health and/or cause an environmental danger to workers and occupants as determined by the Project Manager. Asbestos disturbance may be permitted when a water restoration event requires the disturbance of asbestos containing materials (“ACM”) as required in order to prevent further water loss (active leak), facilitate immediate drying, as part of an emergency response to protect the health of the occupants, or as directed by the Project Manager. If ACM removal is required subsequent to the water loss event, that process will be directed supplier holding KCDC’s asbestos abatement award unless it is in KCDC’s best interest to proceed with the supplier holding this award.

- a. The supplier’s services shall be used for the assessment of conditions, clean-up, any other necessary activities, including but not limited to, removal, transportation and disposal of all generated debris including mold-contaminated materials.
- b. Typically, KCDC will address large quantities of asbestos-containing materials (ACMs) utilizing separate contracts. However, if the supplier has the ability (including asbestos certified workers), in-house, to perform asbestos abatement operations should it be deemed necessary, with prior approval of the Project Manager, this award may be used to accomplish such.
- c. The supplier shall have a written Health and Safety Program for employees working around potential and known health-threatening substances typical of fire and/or water release incidents in buildings.
- d. The supplier shall be required to complete all work outlined by the On-Site Method of Approach in accordance with the not-to-exceed cost.
- e. The supplier shall consult with the Project Manager to establish environmental/air quality clearance criteria prior to commencement of any remedial activities.
- f. The supplier shall agree that the completion of a project shall be based upon removal and disposal of all damaged building materials (including, but not limited to: fire and/or smoke-damaged materials, water-damaged materials, et cetera), biological growth, hazardous substances and/or pollutants as referenced herein and may include minimal site restoration as determined by the initial scope of work as agreed upon with the Project Manager.

- g. The Project Manager shall have authority as to the determination of completion of a project.
- h. KCDC may request, at its discretion, documentation to support any other personnel to ensure these personnel possess the experience and expertise required for that personnel classification.
- i. The supplier shall provide, for approval, any written traffic control plans to the KCDC Project Manager.

24. **Noise, Debris and Dust Control**

- a. Exercise all possible care to control excessive noise and dust during the project. Traffic or exterior construction areas shall be sprinkled with water in accordance with applicable city and county requirements.
- b. KCDC may require the supplier to cease from or reschedule any activities that interrupt or disturb KCDC's normal course of operation. The supplier contractor shall immediately comply with said request.
- c. All debris shall be removed from all pipe, pipe chases or other such remote and hidden spaces prior to closing of said space.

25. **On Site Coordination**

Upon arriving at the site, the supplier shall communicate directly with the Project Manager regarding the incident; record and preserve evidence; and conduct an initial site survey. The initial site survey shall include sufficient site specific information regarding the incident to enable the supplier to propose a specific site-developed Method of Approach to accomplish the emergency response and remediation work in the most effective, efficient and safe manner possible.

- a. The supplier will coordinate with the Project Manager when arriving at the site to determine the methods best suited in order to initiate traffic control and maintain site security. Appropriate signage and postings may be required as directed by the Project Manager.
- b. The supplier shall not begin response work until the Project Manager has verbally approved the On-Site Method of Approach as determined by the initial site survey. The On-Site Method of Approach will be formalized in writing in a document signed by both the Project Manager and the supplier within one workday.
- c. The On-Site Method of Approach shall define the types and quantities of response personnel, equipment, materials, sub-suppliers and any other pertinent items to be used to resolve the specific incident. The On-Site Method of Approach shall include the estimated time of completion and Not-To-Exceed cost to resolve the incident.
- d. A detailed inventory of damaged property at time of loss must be provided to the Project Manager. Photos should also be provided with inventory records.
- e. On-Site Method of Approach shall incorporate items as approved by KCDC in the General Method of Approach as required in this document.

- f. The successful proposer may, from time to time, have to arrange a moving company to empty contents out the affected apartment and to store them until the restoration has been completed.

26. **Permits, Fees and Notices**

The supplier shall secure and pay for the construction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of a contract and which are legally required. The supplier is responsible for any fines should they fail to secure any of these requirements.

- a. The supplier shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- b. If the supplier performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to KCDC, the supplier shall assume full responsibility therefore and shall bear all costs attributable thereto.

27. **Pricing, Estimates and Invoicing**

- a. Submitted pricing will be utilized at the time of an incident response to determine labor costs of clean-up, remediation and restoration as required by KCDC.
- b. When requested, the supplier shall provide a written, not to exceed estimate of the cost for each project, or each agreed-upon phase of the project (depending on the nature of the project), based upon the Method of Approach and the not to exceed prices stated in this contract for labor and equipment with an included estimate for materials to be incorporated utilizing a project detailing similar to that produced from the Xactimate software product (provide an example of an estimate submittal with initial proposal). If the supplier does not perform all of the tasks required of the project, the estimate shall include the same detail for each sub-supplier engage to perform services.
- c. KCDC shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances for emergency work. If KCDC determines that a revision to the original On-Site Method of Approach (assigned tasks and/or cost) are necessary, written documentation detailing the task and schedule revisions, the reasons for such revisions and cost adjustment will be considered by KCDC.
- d. The supplier shall keep a complete record of all labor, equipment, materials and outside services expended in the performance of a project under this contract, and shall include such records with the final invoice for payment. Such records will include sub-supplier invoices and the subcontract management fee or mark-up for each sub-supplier invoice. In the event more than one building is damaged in the same loss, separate records and invoices are required for each location, including applicable parking permits and/or decals. In the event that incomplete documentation is submitted with an invoice, no interest or late fee will be incurred during the dispute period.
- e. In connection with insurance claims, supplier shall provide details in their estimates/scope of work including, but not limited to:

- General Requirements
 - Signs – provide quantity and cost placement
 - Fencing – provide lineal footage
 - Safety Equipment, Materials – provide details of what, when and length of time
 - Provide other details included as to what, quantity, where located, et cetera
 - For water damage, a moisture map shall be included Supervision Details as Required in Estimate/Scope of Work
 - Provide explanation as to the number of management personnel
 - Describe the type of supervision and the need for the hours
 - Provide the classification of the worker for the work being performed, e.g. if there are several managers or superintendents assigned to the work, provide the details of duties are they performing
 - Provide a breakdown of the number of hours by worker (e.g. Apprentice @ 8 hours/day for weeks) Labor cannot be aggregated, and labor minimums are not acceptable.
- f. Provide details of repairs including measurement and cost, no lump sums will be accepted. Quantity details must include:
- Drywall – provide square footage and cost per square foot
 - Painting – provide square footage and cost per square foot
 - Insulation – provide square footage, type (" R-9), et cetera
 - Cleaning – detail what, quantity and cost
 - General Conditions
 - Provide contingency detail, where allowances are located and what the contingency includes (quantity, sub-supplier, et cetera)
 - Supplier shall provide copies of any and all sub-supplier invoices including sub-supplier fee or mark up with supplier invoice
 - Supplier shall provide Estimates/Scope of Work to KCDC's Project Manager
 - Supplier shall provide invoices to the respective Project Manager
 - Supplier shall provide the daily costs for all goods and services to the Project Manager, if requested
 - Supplier shall submit all copies of invoices for payment to the Project Manager for review and approval

28. **Response Time and Availability**

- a. Supplier must promptly respond by phone call to the Project manager within 15 minutes of receiving the KCDC call for emergency service. If supplier fails to respond by this time, the Project Manager may contact an alternate supplier.

The supplier's emergency response equipment and personnel shall arrive at the incident scene within 60 minutes of verbal notification for any "emergency" service.

- b. Response to "routine, non-emergency" situations shall be based on availability of the supplier. Supplier must promptly respond by phone call or text to the Project manager within 15 minutes of receiving KCDC's call for routine service. If supplier fails to respond by this time, the Project Manager may contact an alternate contractor.

- c. The awarded supplier must have services available 24 hours a day, seven days a week.

29. **Scaffold, Staging, Et cetera**

The work shall include providing, installing, and maintaining all scaffold, staging, trestles and planking necessary for the work in strict conformity with applicable laws, ordinances and maintenance of same so as not to interfere with or obstruct the work of other trades. Additionally, the work shall include providing all forms of protection necessary to preserve the work of other trades free from damage.

30. **Security**

- a. If needed, provide exterior security lighting around perimeter of site during all phases of work. Lighting is to adequately illuminate all portions of jobsite.
- b. Provide such watchman's service as necessary to protect both the supplier and KCDC's interest during the progress of work for the project.

KCDC does not assume any responsibility, at any time, for the protection of the project site and premises or for the loss of materials, from the time that operations have commenced until the final acceptance of the work. If watchman's service is deemed necessary by the supplier, such protection shall be provided by the supplier.

31. **Temporary Enclosures, Barriers and Fences**

- a. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workman, equipment, the public and property as required by state or municipal laws and regulations, local ordinances, laws and other requirements of the county, state, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.
- b. Provide and maintain pumping facilities, including power, for keeping the site, excavations and structure free from accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken line.
- c. Provide 6-foot high woven wire temporary fencing equipped with a visual barrier fabric around the construction area. The approval of the fence and its exact location will be made by KCDC. Fencing shall be erected and secured in a manner to withstand the forces to which it may be subjected. Locate gates for access to the areas as required. Close and lock all gates after normal working hours. Provide a duplicate sets of keys to KCDC's project manager.

32. **Temporary Facilities, Utilities and Controls**

Supplier shall provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the contract. Supplier shall limit his storage and office operations to the areas defined during the project initiation.

- a. Supplier shall maintain temporary facilities and controls in a clean, proper, safe operating and sanitary condition for the duration of the contract. Upon completion of the contract, remove all temporary facilities and controls from the premises.
- b. Supplier will provide temporary toilet facilities for use of all personnel and enforce their use by all personnel.
- c. Provide facilities complying with local and state sanitary laws and OSHA regulations.
 - Maintain in clean, sanitary condition.
 - Provide adequate supplies of toilet paper.
 - Enforce handwashing/sanitizing by all personnel.
 - Accessibility of valves and controls: No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, et cetera, shall be placed in an inaccessible location.
- d. Supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountain for the use of employees on the project. The quality of the drinking water shall meet the standards for public water supplies.
- e. Utilities
 - KCDC will provide electric power (if not interrupted by the initiating incident).
 - If electric power has been de-energized due to the initiating incident, temporary electric power as required for the supplier's use, shall be provided by the supplier.
 - Supplier will make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, et cetera, to provide necessary electrical power for all lighting and power requirements for construction purposes.
 - Any necessary temporary power poles shall be located inside the contract limits or other termination as arranged with KCDC.
 - Remove all temporary electrical equipment, poles, meter, wiring, switches, outlets, et cetera when no longer needed.
 - KCDC will supply water services will be supplied by KCDC. If the supplier requires use of water in quantities greater than that supplied by building hose bibs, supplier will obtain temporary meter from the Knoxville Utilities Board and pay costs of installation and use.
 - Make all arrangements, install equipment, piping and outlets for an adequate supply of clean water for construction purposes

33. **Use of Premises**

The supplier's work shall be so executed as to provide safe and lawful ingress and egress to KCDC's establishments at all times. Where work may interfere with KCDC's operation, the supplier shall make necessary arrangements in advance with KCDC. Connections to existing facilities shall be requested 4 days in advance in writing. Permission to make the requested connections will be made in writing, and will be arranged as nearly as possible to comply with the suppliers' request, but with first consideration for KCDC's requirements. No connections will be made until formal permission is granted. No existing valves or switches will be operated by the supplier. KCDC will assign personnel for this purpose.

- a. The supplier shall limit the storage of materials and equipment to areas indicated or designated by KCDC. At no time during the work under the contract shall the supplier place, or cause to be placed, any material or equipment et cetera, at any location that would impede or impair access to or from the present facilities without prior acknowledgement and written approval by KCDC.
- b. The supplier shall cooperate with KCDC to the fullest extent in providing traffic control during the course of work in order to provide a minimum of inconvenience to KCDC and the general public.
- c. The supplier shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all affected KCDC and public utilities. The supplier shall, during the project period and until final acceptance of the work as a whole, assume all responsibility for the care and maintenance of all affected KCDC and public utilities.
- d. It is of paramount importance that work does not interfere in anyway with the normal operation of the existing utility services. No interruption of the utility services can be allowed supplier will coordinate all work affecting services in the affected building with the Project Manager.

34. **Work Authorization**

- a. A KCDC Project Manager will request services as needs arise. Typically the project manager will be one of KCDC's property managers (called Senior Asset Managers), an assistant property manager (called Asset Managers) or KCDC's Supportive Maintenance Manager.
- b. The Project Manager initiating contact with the supplier is the primary point of contact for all work.
- c. In some circumstances, a risk insurance representative(s), insurance carrier representatives, or their assigns, may work with the Project Manager. For purposes of this solicitation the term "Project Manager" may denote a "Management Team" comprised of the appropriate representatives.
- d. The supplier agrees and understand that the Project Manager shall have full and final authority for, not limited to the following:
 - Approval of proposed cleanup/decontamination procedures
 - Determination of completion of each project phase
 - Review and approval of daily cost figures and/or project estimates; such approval must be in writing
 - Disapproval of the use of certain equipment, personnel, materials, services and/or procedures;
 - Hours of work and/or days of work
 - Establishment of proper safety protocol
 - Stopping work for safety or for environmentally unsafe activities or procedures
 - Subcontractors proposed to be utilized on the project.
- e. Prior to the commencement of any activity, the supplier and the Project Manager will discuss the Scope of Work to be performed for any incident covered by this document. The supplier will not perform any work until all aspects and needs of the incident have been investigated and understood by all parties.

Emergency work will be agreed to verbally and followed up with a written document signed by both the Project Manager and the supplier. Routine, Non-Emergency work will be agreed to in a written document signed by both the Project Manager and the supplier.

- f. "Incidents" are defined as:
- "Routine Incidents" are defined as any fire, water, or mold incident emergency response requiring a minimal work crew of 3 to 10 workers in order to perform building remediation in a time frame of less than one week, up to 2 weeks. Shall be designated as "emergency" or "non-emergency" by KCDC at the time of initial contact.
 - "Major Incidents" are defined as any fire or water incident emergency response requiring large expenditures of manpower, equipment and also requiring a large amount of building clean up to prepare for building repair and coordinated construction activities. Major Incidents shall automatically be designated as "emergency."
 - Routine Incident and Major Incident service rates are to be listed in the Price Schedule. A response shall be priced as "Routine, Emergency;" "Routine, Non- Emergency;" or "Major" as agreed upon by the supplier and KCDC at the time of the request.

35. **Work/Project Closeout**

- a. In the event more than 1 building is damaged in the same loss, separate records and invoices are required for each location, including applicable parking permits and/or decals.
- b. Furnish all supplementary or miscellaneous information incidental to, or necessary for, complete project information. Supplementary information should include in a final report format: a description of activities while onsite, any recommendations, all testing results, air sampling results and any waste manifests generated during the course of the project. In the event more than 1 building is damaged in the same loss, separate records and invoices are required for each location, including applicable parking permits and/or decals.
- c. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof which KCDC agrees to accept separately is sufficiently complete in accordance with the contract documents so KCDC can occupy and conveniently utilize the work.
- d. When the supplier considers that the work, or a portion thereof which KCDC agrees to accept separately, is substantially complete, the supplier shall prepare and submit a comprehensive list of items to be completed or corrected.
- e. The supplier shall proceed promptly to complete and correct items on the list.
- f. Failure to include an item on such list does not alter the responsibility of the supplier to complete all work in accordance with the contract documents.
- g. Upon receipt of the supplier's list, KCDC will make an inspection to determine whether the work or designated portion is substantially complete. If KCDC's inspection discloses any item, whether or not

included on the supplier's list, which is not in accordance with the requirements of the contract documents, the supplier shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by KCDC. The supplier shall then submit a request for another inspection by KCDC to determine Substantial Completion.

When the work or designated portion thereof is substantially complete, KCDC will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of KCDC and the supplier for security, maintenance, heating and cooling, utilities, damage to the work, and insurance, and shall fix the time within which the supplier shall finish all items on the.

- h. Final Application for Payment will not be accepted and processed until KCDC is satisfied that the work is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees, as-builts, and as-built drawings, as required have been submitted to the KCDC Program Manager who determines that all required documents, drawings, et cetera have been received and are complete.

This and the Previous Pages Do Not Need to be Returned

Restoration Services Q2002
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow

By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

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
*It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs
 Section 3 residents for at least 30% of its employee base; or it 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 accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

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)

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- 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) _____

Use this section of your response to detail your company's qualifications. Include information such as but not limited to:

1. Describing your company's capabilities
2. Providing an overview of your company's history
3. Stating what differentiates you from your competition
4. Detailing your company's experience in providing this service including Service Level Agreements (SLAs) with other entities with multiple properties
5. An organizational chart that helps KCDC understand the staff that will assist with this work
6. Provide the names of key personnel who will be involved in this project and indicate their titles and roles
7. Provide half page (or less) resumes of key personnel showing their years of experience, certifications, et cetera
8. Provide a list of subcontractors-if applicable.
9. Detailing guaranteed response times
10. Indicate operational hours
11. Identifying potential problem areas that might impede the successful implementation of the work
12. Detailing your health and safety program [OSHA (Reference CFR) and EPA recommended standards (per CERCLA and/or RCRA)] including:
 - Firm's health and safety policies and responsibilities
 - Key personnel and their health and safety responsibilities
 - Employee responsibilities
 - Personal protective equipment capabilities, including respiratory protection programs
 - Standard work practices
 - Medical monitoring program for field personnel
 - Exposure monitoring program for field personnel
13. Other information as desired (maximum of 5 pages)
- 14.

Use this section of your response to detail your company's service plan if awarded the work. Include information such as but not limited to:

1. All known sub-suppliers plan to be utilized must be listed. Once assigned to the project, sub-suppliers shall not be removed or replaced without KCDC's prior written approval. Show the qualifications for these sub-suppliers used and include all licenses and/or certifications.
2. Provide a list of transporters, storage, content preservation, disposal facilities, cultural resource survey sub-suppliers and any miscellaneous rental equipment sub-suppliers i.e., fencing, barricades, et cetera. Exclusive ties to a disposal facility or any other sub-supplier shall be identified.
3. For Water-Related Incidents, the supplier shall include:
 - Description of the initial response actions
 - Determining the extent of moisture intrusion and damage
 - Establishing drying goals for wet building materials
 - Procedures for detailing the inventory and removing items (personal effects, documents, business equipment) from affected area, including decontamination, storage and security for such items
 - Water extraction/dehumidification methodology
 - Erection of any necessary containment structures, including ventilation requirements
 - Posting warning signs outside of any containment area
 - Removing damaged materials and removing all visible mold
 - Performing restoration construction of affected building finishes only as approved by KCDC
 - Microbial-Related Incidents (to follow IICRC S00 & S0 Remediation Guidelines)
4. For Fire-Related Incidents, the supplier shall include:
 - Description of initial response actions
 - Methods to determine the extent of damage
 - Methods of controlling access to site must include:
 - Methods of cooperating and coordinating with investigative efforts by fire/police/federal agencies
 - Steps to ensure site security
 - Methods of protecting and redirecting the general public
 - Procedures for inventorying and removing items (personal effects, documents, business equipment) from affected area, including decontamination, storage and security for such items
 - Methods and approaches to determining extent of and remediation of smoke damage Shall include, but is not limited to:
 - Building content decontamination
 - Building systems deodorization/decontamination (HVAC, electrical, plumbing, et cetera)
 - Building finishes deodorization/decontamination (floorings, walls, ceilings, et cetera)
 - Removing damaged materials, including any water-related issues from firefighting efforts
5. Procedures to communicate estimated costs to KCDC.

The proposer shall present three client references (from as similar arrangements as possible) which include:

- Name
- Position
- Telephone number
- E-mail address of a contact person
- Description of services/contractual arrangement

In this section, detail your cost proposal including all aspects of providing the work specified. All costs offered shall be “fully burdened” so KCDC knows the entire cost for each task that may be requested. Labor rates are per man hour from the time on the site until the time off of the worksite. Labor includes, but is not limited to, standard tools, hand tools, hand power tools, general supplies, safety equipment, protective wear including gloves, uniforms, boots, safety glasses, hearing protection and any other personal protective equipment, worksite transportation and supply vehicles, fuel, vehicle maintenance, cellular telephones, software, databases, field/mobile data units, technical support, et cetera.

- 1. Hourly Rate: List all job titles that will be involved in this work with hourly rate for each using this format. Entering a zero on a line indicates that your company will perform the work for Zero Dollars.**

Job Title	Routine	Emergency	Major Incident

- 2. If there is an overtime rate, provide the overtime rate for each Job Title. Entering a zero on a line indicates that your company will perform the work for Zero Dollars. KCDC considers “normal” working hours to, as a minimum, be for any work performed from 7:00 a.m. until 6:00 p.m. Monday through Friday.**

Job Title	Routine	Emergency	Major Incident

- 3. Subcontract Management Fee or Markup: _____% (Do not leave this field blank)**
- 4. Provide a Time and Materials rate sheet so that KCDC knows all services offered and cost associated with them. Entering a zero on a line indicates that your company will perform the work for Zero Dollars.**

5. Equipment List and Rate Sheet. Entering a zero on a line indicates that your company will perform the work for Zero Dollars.

Item	Hourly Rate	Daily Rate	Weekly Rate
Dehumidifier – LGR			
High Speed 500 CFM Air Mover			
Air Scrubber – 1000/2000 CFM			
Wet/Dry Hepa Vacuum			
Backpack Hepa Vacuum			
Dry Force Injectidry (Wall Cavity)			
Activated Oxygen Generator (Ozone)			
Truck Mount (Water Extractor)			
Portable Wet Clean/Extractor			
Portable Dry Clean Machine			
Pressure Washer			
Upright Vacuum			
Utility Van			
Box Van			
Large Dessicant Dehumidifiers: 1000 SCFM			
Large Dessicant Dehumidifiers: 5000 SCFM			
Large Dessicant Dehumidifiers: 15000 SCFM			
Generator 30KW and Up			
Other:			
Other:			
Other:			
Other:			

6. ALTERNATE PRICING

Proposers may submit Xactimate pricing in addition to the prices quotes above. Suppliers must submit the pricing for August 2019. KCDC will not adjust the prices annually for any supplier using Xactimate, as those prices are automatically adjusted on a monthly basis. Suppliers may not add any additional percentage markup to the Xactimate prices.

All cost proposals will be evaluated by KCDC for their effectiveness in providing the best value to KCDC's core business.

Appendix 1 Insurance Requirements

1. INSURANCE

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

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
- Montgomery Village 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.

Appendix 1 Insurance Requirements

Part Two: Term Sheet - Insurance Requirements

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 Montgomery Village Corporation
GL	\$1M / \$2M
Auto	\$1M (owned, hired, & non-owned)
WC & Employers Liability	Statutory limits
Environmental Impairment Liability	\$1M
Pollution Liability	ISO CG 0039, or equivalent
30-day cancellation	Required– must indicate on COI
Primary non-contributory	Required – must indicate on COI
Waiver of Subrogation	Required – must indicate on COI

(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.)