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Requests for Quotes

MISCELLANEOUS MAINTENANCE SERVICES

Due Date: 11:00 a.m. (Eastern Standard Time) on August 12, 2015

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

Pre-Proposal Meeting: July 30, 2015 at 8:00 a.m. The meeting will be in KCDC's Board Room at 901 Broadway NE in Knoxville, Tennessee 37917.

Proposal Number: Q1602

Deliver Proposals to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
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/en/DoingBusiness/SolicitationResults.aspx>

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

General Information for Vendors

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed proposals. KCDC could simply contact three proposers, obtain quotes and move forward but KCDC has chosen to solicit written proposals 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. KCDC desires the services of a vendor to provide miscellaneous maintenance services for its various locations as needs arise. This will be on an "as needed" basis thus the intent of this specification is to arrive at an agreed to price for such services so that the successful vendor can be easily and quickly engaged to perform the services as needed.
- d. Projects, which exceed \$25,000 in value, will generally be bid out separate from this award.
- e. The vendor will price all work via the RS Means software using "Facilities Construction Cost Data for Knoxville, Tennessee" and classified as "Non-Union." The vendor will be responsible for the subscription to or purchase of the software.
- f. The documentation and backup information from the RS Means software package will be used to support the resulting work invoice. The information will accompany the invoice.
- g. KCDC expects the vendor to reach to small vendors, minority owned and women owned firms as possible subcontractors.
- h. The awarded vendor shall have sufficient resources to be able to respond to more than one job at any given time.
- i. Tasks that the vendor might be called upon to do include (this is not an all-inclusive list):
 - Asphalt patching
 - Ceiling Installation and Repairs to drop ceilings
 - Cement Finishing
 - Concrete Services: Sidewalks, curbs, aprons, ramps, et cetera
 - Construct Framed Walls and trim work
 - Drywall Work

- Electrical work including but not limited to light switches (s.p. and three way), receptacles (duplex, dryer. Range, GFI), light fixtures, fixtures, breakers (15 to 50 amp), wiring (8 to 14 gauge) and wire mold.
- Fence repair/installation/removal (chain link and wrought iron).
- Glass Work
- Hanging doors
- Installing Custom Cabinets/Counter Tops
- Locks
- Masonry Work
- Miscellaneous Construction Type Projects
- Placing insulation
- Plastering
- Plumbing including but not limited to faucet and supply line repair/replacement, water heater replacement, commode (bowl and combo) repair/replacement, p.o. plug, p-trap assembly repair/replacement.
- Rebuilding Cabinets & Counter Tops
- Rebuild Damaged Porches
- Rebuild Damaged Roofs
- Re-Build Units Damaged by Fire
- Shingle Replacement
- Tile Laying to include vinyl, linoleum and ceramic (grout and seal).
- Welding Services (miscellaneous services-no fabrication).

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, KCDC reserves the right to accept these charges provided the vendor can document the increased costs. KCDC reserves the right to add or delete sites (properties) as needs change.

3. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed. The successful vendor and any sub-vendors must meet and fulfill all requirements of the local building department and fire jurisdiction.

4. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing 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.

5. **CONTACT PERSONNEL**

A good working relationship must develop between KCDC and the successful vendor. The vendor will not have 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 will introduce the new contacts to KCDC personnel.

6. **DAMAGE**

The awarded vendor is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential damage resulting service provision as requested herein.

7. **EMPLOYEES**

Vendor will:

- a. Only allow personnel thoroughly trained and skilled in the tasks assigned them to work on the KCDC job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees. Employees may not loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment with the ability to clearly speak, read, write and understand the English language in order for KCDC's representatives to effectively communicate with the vendor.

8. **ENTRANCE TO KCDC 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 unless said person is an authorized employee of the vendor.

9. **EQUIPMENT:**

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

10. **EVALUTION:**

KCDC will determine the responsiveness and responsibility of each submission. Once responsiveness and responsibility are determined, KCDC will evaluate the remaining responses on these criteria:

Item	Points
Vendor experience	10
Vendor's capacity (Staff size, equipment, financials)	20
Cost	70
Total Possible Points	100

- a. The evaluation team may choose to first rank the submittals in ordinal order. If so, only the highest ranked submittals will be scored in detail.
- b. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each vendor on the shortlist. KCDC reserves the right to require the vendor to provide a demonstration of the product and all of its options and functions.
- c. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.
- d. KCDC will consider as “non-responsive” any submission from which required information is lacking or any submission that represents a material deviation from this solicitation.
- e. KCDC reserves the right to request additional information from any vendor after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all submission, to select one or more proposers, or to award no award and re-advertise this solicitation; postpone or cancel the process at any time, and to waive any irregularities in this solicitation or in submissions received as a result of this solicitations.
- f. All materials submitted pursuant to this solicitation become KCDC’s property. KCDC does not release information about submittals until the process is complete and a recommendation is ready for the KCDC Board.
- g. KCDC reserves the right to use all pertinent information whether disclosed in the solicitation process or learned from sources that affect KCDC’s judgment as to the appropriateness of an award to the best-evaluated vendor.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions are at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. 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.” Vendors may wish to review certain applicable HUD instructions on KCDC’s webpage.

12. **IDENTIFICATION**

The vendor’s employees shall 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.

13. **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, NE
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.

14. **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. Depending upon the nature and volume of the award, vendors may be asked to:
 - 1. Bill once per month or to bill each individual job.
 - 2. Provide a monthly statement that recaps all charges for the month.
 - 3. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
 - 4. Leave an invoice at the work site, mail them, email them or fax them.
- c. 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 the award is priced by the hour, then 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. For example:

ACME Company 123 Any Street Sometown, TN 37999 865.555.1212			
Invoice Date	05-31-15		
Invoice Number	12345		
Purchase Order Number	123456-123456		
Service/Delivery Date	05-28-15		
Service/Goods Details			
Item	Rate	Quantity	Total
Labor Hours-Laborer (per bid)	\$20.00	6	\$120.00
Labor Hours-Technician (per bid)	\$25.00	4	\$100.00
Rock (per ton with 8% discount)	\$50.00	1	\$50.00
Dumping Fee	\$100.00	1	\$100.00
Boards, 2 x 4, pressure treated (per bid)	\$1.00	75	\$75.00
Grand Total			\$445.00

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.

- d. Invoices must be submitted within 90 days of the date the goods or services were. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.
- e. 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 Sales Tax Exemption form to the vendor. If taxes are on KCDC’s invoices, they will not be paid.
- f. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued.

15. **LENGTH OF AWARD**

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

16. **LICENSING**

- a. Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the vendor shall maintain the required licenses.

- b. In addition to any City or County licenses that may be required, all vendors must be licensed vendors as required by the "Vendor's Licensing Act of 1994" as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Vendors. For your convenience, an envelope coversheet is provided at the end of this document. Use it to supply the required information.

- c. The State of Tennessee Vendor Licensing Board has told KCDC that one of the following licenses is required for this work because the overall award is expected to exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Vendor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
 - BC
 - BC-B
 - BC-b(sm)

 - The electrical, plumbing and HVAC portions may be subcontracted.

 - In lieu of the commercial classification, it may be possible for a vendor having a combination of several building categories to cover 60% of the total work (see below):
 - BC-2 (Carpentry)
 - BC-3 (Drywall)
 - BC-4 (Floor Covering)
 - BC-6 (Glass, Window and Door)
 - BC-8 (Lathe, Plaster, Stucco and Aluminum Siding)
 - BC-15 (Tile, Terrazzo and Marble)
 - BC-19 (Concrete)

This would require proper documentation.

17. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, professionally finished and subject to KCDC's approval. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

18. **PRICE STRUCTURE**

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

3. Suggest an alternative price increase.

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

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

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

19. **QUESTIONS**

Submit questions pertaining to this document via email with "Questions about Miscellaneous Maintenance Services" in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

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

Vendors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. When work is occurring at a site, the vendor must submit proof of the applicable certification before commencing work. The vendor will keep such certification current throughout the life of the award.

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

a. Additional information is at:

1. HUD's website:

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

2. State of Tennessee's website:

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

b. Some of KCDC's sites have asbestos containing materials. KCDC will advise the vendor when work and if is to be done in such areas.

21. **REPRESENTATIONS**

By submitting a response, the vendor represents and warrants:

- a. That the vendor is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the vendor is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the vendor has carefully examined the plans, the specifications and the worksites and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

22. **RESPONSIBILITIES**

At no expense to KCDC, the vendor will:

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

23. **SAFETY**

- a. The vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor shall ensure that the flow of vehicular traffic be 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. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this award. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.
- 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 award.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

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

Safety Data Sheets (SDS) for each item must be left when the items are installed. Vendors must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

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

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

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful vendor will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

26. **SECURITY**

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

27. **STORAGE**

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

28. **STORM WATER AND STREET ORDINANCES**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. Two of KCDC's properties (Autumn Landing and Nature's Cove) are outside of the city limits and the County's Storm Water Ordinance applies to those sites. The successful vendor will comply with all aspects of the City's (or County when applicable) ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual can be found at the City of Knoxville's Storm water Engineering Division webpage:
<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- f. The successful vendor is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's (or Knox County as applicable) Storm water and Street Ordinances. Any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation will be charged to the vendor and deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

29. **SUBCONTRACTORS**
Subcontractors must:

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

30. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will have to make arrangement for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for 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 quote.

31. **WAGE COMPLIANCE**

This work is federally funded and “prevailing wage” requirements apply. Generally, the successful vendor will be required to submit certified wage compliance forms once per month. However, certain larger renovation projects may require “Davis Bacon’s” normal procedures and determinations. When these are required, KCDC will advise the vendor with an attachment to the purchase order.

The bulk of the work will require the vendor to supply the monthly form. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract. Periodically KCDC will “interview” one or more of your employees while they are on our sites and working.

- a. Two forms are used:
 1. “Employee Statement of Time/Wage Skilled Labor/Employee Statement of Time/Wage Unskilled Labor.”
 2. Certification of Wage Compliance.

These forms and completion instructions are supplied to the successful vendor.

- b. The minimum rates are below. HUD reviews these rates yearly and should HUD raise the rates, KCDC will permit the vendor to increase their bid rate provided there is an actual cost increase to the vendor.

The vendor must remember that HUD’s guidance is that the **tools used**, not titles given, determine the proper classification and pay rate.

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

c. These requirements apply to all subcontractors that used by the successful vendor.

32. **WORK HOURS**

Acceptable work hours for routine work are Monday through Friday from 7:30 a.m. until 4:00 p.m. To work additional hours or days, discuss the request with the Senior Asset Manager at the site. Emergency calls of course go beyond and before these hours.

Description of Work and Special Requirements

1. **GENERAL**

KCDC owns nearly 4,000 apartments and from frequently needs repair, renovation or construction services on these properties. The awarded vendor will be under contract to provide these services, as they are needed and at pre-determined cost.

2. **AFTER HOURS WORK**

The vendor may be required to perform work during KCDC's non-working hours or on weekends or holidays. All repairs including afterhours work must be approved by the Project Manager or his designated representative. The vendor shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the Pricing Page hereof.

3. **COMMENCEMENT AND COMPLETION OF WORK**

The vendor shall commence on-site work no later than seven working days after the date of authorization of the work. Emergency work, if specified in the authorization, shall commence within twenty-four hours after authorization. Verbal authorization by the Purchasing Director is sufficient for assignment of emergency work. Repeated failure to meet estimated start and/or completion dates shall result in termination of the contract.

4. **CONCRETE WORK**

a. **General**

KCDC will pay attention to finishing and curing as should the vendor. Concrete that is not properly finished and/or cured will not be accepted. Therefore, the vendor will:

1. When finishing concrete, insure that the surface is not finished until after the bleed water has risen. Do not "Bless" the concrete when finishing. Both of these practices will all but guarantee surface failures.
2. Use two applications of curing compound and the surface should appear uniform in color. If the concrete appears splotchy, not enough compound has been applied.
3. In the process of removal and replacement of existing concrete and/or installation of new concrete, tree root growing under the existing concrete are often encountered and must be removed. Saw cutting the tree root to provide a clean severance from the main tree root system will be used to remove root(s) that are impeding the installation of the replacement concrete work or new concrete work. The voids, if any, left under the area after the root(s)

have been removed will be filled and compacted using Crusher Run (CR-6). The cost of saw cutting and removal of the tree root(s) will be incidental to the various concrete pay item(s).

4. The vendor shall furnish all labor, materials and equipment to place, finish, protect and cure fresh concrete. Methods and materials shall conform to state and local building code requirements in particular those requirements referenced in the BOCA Code including American Concrete Institute (ACI), Portland Cement Association (PCA), American Society of Testing and Materials (ASTM) and other references.

b. Concrete Curb and Gutter

Furnish all labor, materials and equipment to install new curb and gutter per standard specifications. Dispose off-site all excavated materials. The vendor shall provide the work necessary to insure all materials adjacent to the new construction edges shall be neat and conform to the type materials existing prior to construction.

c. French Drain

Furnish all labor, materials and equipment to install new French Drains and remove and dispose off-site all unused excavated materials. The vendor shall be responsible to insure that French Drains are constructed in such a way that adequate 21-A stone bedding and compaction is provided. French Drains shall be bedded in at least twelve inches of No. 57 stone with the stone and drain completely incased in an acceptable geotextile fabric. The vendor shall provide the necessary work to insure all materials adjacent to new construction edges shall be neat and conform to the type materials existing prior to construction.

d. PVC Pipe Drains Installation

1. The unit price bid per linear foot for "Installing three inch PVC Pipe Drains" shall include new installation, removal and disposal of existing damaged drain, excavation, furnishing and placing all materials, backfilling with shredded topsoil, tamping, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item.
2. This pipe shall meet ASTM Specifications Crushing Strength C 4 –55 and Tensile Strength Designation D838 – 527.
3. Vendor is responsible to connect functional and non-functional rain leaders, property drains, et cetera through curb. Additional pipe or drain holes through curb may be directed.

e. New Sidewalks

Furnish all labor, materials and equipment to excavate for installation of new sidewalks. Vendor shall provide an acceptable "base" in accordance with good engineering and construction practices and as approved by KCDC. The vendor shall dispose of any excess excavation materials.

f. Remove and Replace Sidewalks

Furnish all labor, materials and equipment to remove and dispose off-site, designated existing sidewalks and replace with new four-inch thick concrete sidewalk. The concrete mix for new sidewalk shall be a 3000# mix with 6% air entrainment. New sidewalks shall be 6 x 6 x10/10 welded wire mesh installed, with five-foot expansion joints and broom finish with curing compound. After removal of existing sidewalk, the vendor shall take the necessary steps to insure the new concrete will rest on acceptable compacted base material as approved by KCDC. The vendor shall provide the work necessary to insure all materials adjacent to the new work edges shall be neat and conform to the type of materials existing prior to construction. Minor furnishing and grading of topsoil with seeding and mulching is typically necessary for conformance with existing conditions.

g. Steps

Primarily this is for the repair/replacement of existing steps which are in a deteriorated condition. When so directed, the successful vendor will repair/replace the steps in a manner consistent with the original set of steps.

On occasion, the successful vendor will be required to construct entirely new steps where none exist. In such cases, the successful vendor will meet all applicable codes. 3,000 PSI concrete shall be used. Sleeves for handrails shall be installed.

5. **CONFINED SPACE**

The vendor's employees may have to enter confined spaces to perform work outlined in this contract. Entry into a confined space is allowed only through strict compliance with OSHA 29 CIR.1910.146, latest revision. The vendor is advised that all safety equipment necessary for vendor's employees to enter restricted access areas or confined spaces shall be provided by the vendor.

6. **DEMOLITION AND DEBRIS REMOVAL**

The vendor shall be responsible to remove all debris from the site and clean affected work areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by KCDC shall remove such debris and materials from KCDC property. The vendor shall leave all affected areas as they were prior to beginning work.

7. **EGRESS, PROTECTION OF PROPERTY, STORAGE OF EQUIPMENT, MATERIAL AND JOB SAFETY.**

It shall be the sole responsibility of the vendor performing services for KCDC to safeguard their own materials, tools and equipment. KCDC shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

a. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This includes, but is not limited to OSHA, TOSHA, et cetera. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on KCDC property shall fully conform to all local, state and federal safety regulations.

b. At the end of each workday, and over weekend(s), the vendor will be required to protect any open excavation(s) with barrel(s), cone(s), caution tape or any combination of these devices.

- c. Work described in this specification shall be done with the least inconvenience to KCDC and the general public. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with KCDC.
- d. The vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of KCDC.

8. **EMERGENCIES**

KCDC has the option of declaring any needed work to be an emergency. Once the vendor has been notified that there is an emergency, work shall commence within twenty-four hours of authorization and the work shall proceed diligently until all work is completed. If the vendor fails to respond within twenty-four hours, KCDC has the option of hiring another vendor to do the work and bill the vendor the difference in cost.

9. **EQUIPMENT**

The 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. Specifically list here the rate charge for bucket or ladder truck, ditching machine and other equipment where charges would be in addition to hourly rates.

10. **ESTIMATES**

The vendor may be required to visit the potential job-sites and submit accurate quotations (based on the bid rates) before the work is authorized. If the quotation is accepted and the work is performed, the vendor's invoice shall not exceed the bid. Quotations must be provided within five business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must be based on the RS Means software and show details.

Formal written quotes are not required for job below \$1,000. Instead, the vendor will simply email the Senior Asset Manager the cost.

11. **HAZARDOUS MATERIALS AND CHEMICALS**

The vendor shall not use any materials or chemicals, which may be a physical or health hazard without receiving prior written approval from the Project Manager. Along with the written request for approval, the vendor shall submit the manufacturer's specifications, a Safety Data Sheet, and any required Environmental Protection Agency (EPA) information on usage and handling.

The definition of hazardous substances/materials includes such physical hazards as compressed gases, flammable liquids and solids, combustibles, and chemical oxidizers; and health hazards such as carcinogens, irritants, corrosives, sensitizers, and agents that may damage the lung, skin, eyes, or mucous membranes.

12. **HEALTH & SAFETY PROTECTION**

The vendor shall comply with all federal, state, county, local and municipal statutes, laws, regulations, and ordinances pertaining to the health and safety of the vendor's employees. The vendor shall conduct his/her operation as may be necessary to avoid any violation of such statutes, laws, regulations, and ordinances. Compliance includes adherence to the Federal Occupational Safety and Health Act (OSHA) of 1970 and its latest revisions governing health and safety in the work place including lockout/tag out regulations.

Whenever the Project Manager or his designated representative feels that proper safety measures are not being implemented, the vendor will be stopped from working and may resume work only when the condition is remedied.

13. **Inspection and Acceptance**

KCDC staff will inspect all work before signing “punch lists” and before processing invoices for payment. Punch lists, once signed, officially accept the work and authorizes payment. On some jobs, KCDC may request that the vendor complete one or two “mock” ups and submit them for approval before proceeding to additional units.

14. **KCDC LOCATIONS**

KCDC’s portfolio of properties currently includes the following locations.

Austin Homes	957 East Hill Avenue
Autumn Landing	6331 Pleasant Ridge Road
Cagle Terrace	515 Renfro Drive
Five Points Duplexes/Quad-Plexes	Juanita Cannon
Isabella Towers	1515 Isabella Circle
KHDC Duplexes	Scattered throughout Mechanicsville with the office located at 1621 Jourolman Avenue
Lee Williams	317 McConnell Street
Lonsdale Homes	2020 Minnesota Avenue
Love Towers	1171 Armstrong Avenue
Main Office Complex	901 Broadway North
Mechanicsville	Scattered throughout Mechanicsville with the office located at 1621 Jourolman Avenue
Montgomery Village	4530 Joe Lewis Road
Nature’s Cove	2639 Bakertown Road
North Ridge Crossing	712 Breda Drive
Northgate Terrace	4301 Whittle Springs Road

Passport Homes/Residences	Scattered throughout Mechanicsville with the office located at 1621 Jourolman Avenue
Supportive Maintenance	302 East Anderson
The Residences at Eastport	McConnell Street
The Verandas	107 Flenniken Avenue
The Vista	957 East Hill Avenue
Valley Oaks	3504 Oak Branch Circle
Walter P. Taylor Homes	317 McConnell Street
Western Heights	1621 Jourolmon Avenue

15. **MATERIALS**

KCDC reserves the right to specify the materials to be utilized on specific jobs. Substitutions shall have approval of KCDC. In the event the vendor supplies material in the performance of the work, as authorized and ordered by KCDC, said materials shall be listed and billed at the vendor's cost plus the agreed to markup in RS Means. Vendor shall provide the material invoice before payment will be issued.

- a. The vendor shall provide the following miscellaneous materials and supplies to KCDC at no additional cost: cleaners, rags, nails, nuts, screws, bolts, sand cloth, solder, wire nuts, wire connectors, electrical tape, and other similar items. All other parts and materials shall be invoiced at the vendor's cost plus the agreed to mark up and profit.
- b. The vendor must submit, to the Project Manager, itemized invoices from the supplier, verifying the costs of the parts and materials used. The vendor shall indicate on the supplier's invoice the site location, equipment location, and type of equipment with ID number for materials used or installed. If materials are drawn from the vendor's stock, the vendor must submit a receipt for materials and/or utilize an agreed upon pricing method.

Unexpended supplies, tools, or equipment purchased with KCDC funds under this contract are, and remain, the property of KCDC.

- c. The vendor shall provide all tools and equipment considered to be normal and customary to the trade, including but not limited to: standard hand tools, gauges, wet/dry vacuum, band saws, rotary hammer drills, 1/4" & 1/2" hand drills, gear/bearing puller, torque wrenches, chain blocks hoists, come along hoists, step ladders from 4' to 16', and extension ladders from 16' to 24'. Tools or equipment which KCDC deems to be standard or essential for the vendor to own and use in the performance of this type of work shall not be charged to KCDC.
- d. KCDC reserves the right to reject any subcontractor's estimate that KCDC feels is excessive or unreasonable and may request the vendor to obtain estimates from others. In addition, KCDC may request references on all subcontractors as it deems necessary.

16. **MOBILIZATION**

Mobilization will be paid for as an each price per job regardless of the scope of work. Work in one area or on a one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the vendor shall be paid for one mobilization. Work, at least one mile away from the last work area that requires the vendor's crew to break down the equipment, relocate, and reset at the new work is considered to be a new job and the vendor shall be paid for another mobilization.

17. **PERMITS**

The vendor will be responsible for obtaining all required permits. KCDC will reimburse for the cost of all required permits.

18. **PROJECT SERVICE TICKETS**

The vendor shall leave Service Tickets (KCDC will provide) for all work performed. Each project requires individual Service Tickets that shall detail labor, material utilized, rental equipment, and subcontractors utilized. The Service Tickets are submitted to the Project Manager or his designated representative at the completion of each workday.

Service tickets must include the following:

- a. Facility name;
- b. Equipment name and id number;
- c. Personnel name, labor classification, and hours worked;
- d. Materials used; and
- e. A detailed description of work performed.

19. **PROPERTY DAMAGE**

Should any damage to KCDC property be caused by the vendor, the vendor will be required to notify the Project Manager immediately and make repairs to the satisfaction of KCDC, at no cost to KCDC. However, KCDC may elect to make repairs or replacement of damaged property and deduct the cost of such repairs from monies due, or to become due the vendor.

20. **ROOF PROTECTION**

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

21. **WARRANTY**

The vendor shall expressly represent, warrant, and agree that all goods, equipment, machinery, materials, services, or work provided or performed on or off KCDC, premises relative to this contract will:

- a. Conform in all respects to KCDC's specifications, drawings, requirements, or other descriptions.
- b. Be fit for the purpose or purposes of intended use.
- c. Conform to all applicable local, state, and federal laws and regulations.
- d. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
- e. If said equipment, material, service, or work is found to be defective in workmanship, materials or design, fails or is found to be nonconforming with the terms and conditions of this contract within twelve months after the date of acceptance, it shall, at KCDC's option, be repaired or replaced at the KCDC location by the vendor at absolutely no cost to KCDC.
- f. All items delivered or supplied hereunder shall be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the vendor shall supply KCDC with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.
- g. The warranty period shall begin upon final acceptance of the work.
- h. Warranties must indicate:
 - The site that the work occurred at.
 - The area (apartment, floor, wing, et cetera).
 - A description of the work performed
 - The date the warranty commences.

Submittal Instructions

Follow these steps and guidelines when preparing your proposal.

1. Submit your qualifications statement in the order and format indicated on the following pages. **Solicitation Document A is to be the first page of your submittal**, followed by Solicitation Document B and so on.
2. Place your company's name on each page.
3. Number all pages consecutively. Indicate on all pages the section that you are responding to as shown on the following pages.
4. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
5. Submit one original (with all pages marked "original") and one electronic copy (email or CD) of your submittal. Alternatively, the vendor may only submit an electronic copy if so desired.
6. Fancy brochures and advertisements are not necessary.
7. ***Do not*** use phrases such as "See the attached" or "Will be provided upon award."
8. If you have attachments, mark them (on the cover) with the vendor's name.
9. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
10. This document is available in MS WORD format and ***vendors are encouraged*** to use the Word version for their responses. If you are interested in obtaining the Word document, please email purchasinginfo@kcdc.org. Note that KCDC's Adobe copy of the document will remain the "official" version of the document. The Word version will not have some forms which are only available in Adobe format.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

MISCELLANEOUS MAINTENANCE SERVICES Q1602

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 posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a quote.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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Statistical Information

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
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As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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MISCELLANEOUS MAINTENANCE SERVICES Q1602

Solicitation Document B Affidavits

Vendor: _____

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. 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; and
4. 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.
5. The vendor is not ineligible for employment on public contracts because of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award let by the State of Tennessee or any political subdivision thereof.
6. 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 responder.
7. No employee, officer or agent of the grantee or subgrantee 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.
8. 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.
9. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted 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 _____	

MISCELLANEOUS MAINTENANCE SERVICES Q1602

Submittal Document C

Vendor Capabilities

Vendor: _____

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work. Vendors may provide additional relevant information as they desire.

1. A narrative of the firm's history.
2. Years in business
3. Number of clients
4. Value of work under award
5. Percentage of work usually self-performed (not sub contracted)
6. Has your firm ever failed to complete an award?
7. Has your firm been involved in bankruptcy or reorganization?
8. Are there pending judgments for suits against your firm?
9. Staff Size (include details of the number of clerical, managers, analysts, et cetera).
10. Provide an organizational chart.
11. Renovation, Repair and Painting Rule experience (i.e. Lead Based Paint certification)
12. Asbestos certifications (if any)

MISCELLANEOUS MAINTENANCE SERVICES Q1602

Submittal Document D References

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work in a timely manner. Vendors may provide additional relevant information.

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

One

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Contact person's email address	
Description of the service provided (effort and complexity)	
Identify contract issues and explain how they were addressed and resolved	
Award began	
Award ended	
Approximate Dollar Value of the Award	\$

MISCELLANEOUS MAINTENANCE SERVICES Q1602

Submittal Document E

Costs

Vendor: _____

Item	Response
Profit	%
Mark Up	%
Mobilization Fee	\$

MISCELLANEOUS MAINTENANCE SERVICES Q1602

Solicitation Document F

HUD Form 5369C

Vendor: _____

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [] is, [] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [] is, [] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



CAUTION!!

State Law requires certain bidder license information be on the front of your bid envelope-if the bid exceeds \$25,000. As a condition of holding your license, you are to know these requirements. KCDC provides the following page, the envelope cover sheet, as a courtesy. You are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your offer.

For more information go to: <http://www.tn.gov/regboards/contractors/index.shtml>

Attach the following page, when properly completed, to the front of your bid envelope.

Do not put it inside the envelope.

Do not put it on the USPS/Fed Ex/UPS envelope

Bid/Contract Name	Miscellaneous Maintenance Services
Bid/Contract Number	Q1500
Bid Due Date/Time	08-12-15 at 11:00 a.m.

Bidder's/Firm's Name	
State of Tennessee Contractor's License Holder Name	
State of Tennessee Contractor's License Number (matching the name above)	
State of Tennessee Contractor's License Classification Code Pertaining to this bid	
State of Tennessee Contractor's License Expiration Date	

Subcontractors to be used on this project (If subcontract work is not required, write "none required")

Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Masonry Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

Advisement: Notes written on the bid envelope changing the bid will not be considered. Such notes must be inside the envelope.