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Request for Proposals

MODULAR HOUSING UNITS

Solicitation Number	C18024
Due Date	March 12, 2018
Due Time	11:00 a.m. EST
Deliver Responses to	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Note: Procurement is in a separate building 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	In the Board Room of KCDC's Main Office at 901 N Broadway in Knoxville.
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org .

Check KCDC's webpage 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. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. KCDC, on the behalf of Knoxville's Housing Development Corporation (KHDC), is seeking proposals to qualify a turnkey solution for the design, manufacture and setup of affordable modular duplex and single family housing on narrow vacant lots located on Clifton Road in the Knoxville area. The construction schedule and the project generally is dependent on finalizing sources of financing, such as grant funds and a bank loan.
- c. The current need is for a mix of 1 bedroom duplexes and 2 bedroom, 1 bath homes (approximately 22 duplexes and 10 single family homes [around 50-60 total units]). However, KCDC reserves the right, upon the agreement of the supplier, to purchase additional units (including units with different configurations) under the same terms and conditions as detailed herein.
- d. It is critically important that these units match the appearance of the better aspects of the traditional neighborhoods in the heart of Knoxville.

2. **CHANGES AFTER AWARD**

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

3. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed. This includes but is not limited to the International Building Code, National Fire Protection Association: Life and Safety, manufacturer's requirements and all other required codes.

4. **CONTACT POLICY**

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

5. **DAMAGE**

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

6. **EMPLOYEES**

- a. Supplier will allow only personnel thoroughly trained and skilled to work on the job (to complete the delivery, set up, et cetera).
- b. Supplier will have sufficient personnel to complete the set-up work in a timely manner.
- c. Supplier will provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.

7. **ENTRANCE TO SITES**

Supplier's employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

8. **EQUIPMENT**

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

9. **EVALUATION**

All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to the supplier's "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- a. 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.
- b. KCDC's Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in-person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.

- c. KCDC’s Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- d. KCDC evaluates responses on a weighted evaluation system. The categories and points assigned for each category are below.

FACTORS	MAXIMUM POINTS
Cost Purchase, set up, delivery, options, et cetera	35
Delivery Description of turnkey product and evaluation of costs supplier has excluded from proposal.	15
Past Experience and References Positive or negative past experiences and references will be evaluated.	20
Design/Build Capability Experience of project team.	10
Product Quality How well the product meets all areas of the specification. Estimated life expectancy of units. The overall quality level of the unit.	20
Total Points Possible	100

10. **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.”

11. **INSURANCE**

- a. The supplier agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the supplier’s standard business practices and acceptable to KCDC. Supplier shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.
- b. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

12. **INVOICING/ORDERING**

- a. Until a purchase order is in place, **work is not to be performed** nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.

- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which delivery of the goods or services occurred.
- c. KCDC's purchases of goods 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. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. 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.
- d. KCDC pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC's Vendor Portal to track actual payments made.

13. **LENGTH OF AWARD**

The length of the contract will initially be 12 months with four optional one-year renewals that KCDC may exercise at its discretion.

14. **LICENSURE**

Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award. City and County licenses may be required - it is your responsibility to obtain such required licenses.

The supplier must adhere to the various laws and rules issued by the State of Tennessee Division of Fire Prevention including:

- Tennessee Modular Building Act (Law) T. C. A. 68-126-301
- Tennessee Modular Building Rules - Chapter 0780-2-13
- Tennessee Public Building Accessibility Act (Law) T. C. A. 68-120-201
- Tennessee Public Building Accessibility Act (Rules) Chapter 0620-2-3
- Tennessee Safety Glazing Act (Law) T. C. A. 68-120-301

Suppliers must meet the requirements of the State Licensing Board for the set up portion of this project.

15. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and of high quality. Work shall be accurate, skilled and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Suppliers shall furnish material samples for approval if desired by KCDC.

16. **PERMITS**

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

17. **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 for approval. The supplier must provide acceptable proof of their increased cost 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 official 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.

18. **QUESTIONS**

Send direct questions pertaining to this document to purchasinginfo@kcdc.org with "Modular Housing" in the subject line, at least five days prior to the due date.

19. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier 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.

20. **SAFETY AND OSHA GUIDELINE COMPLIANCE**

- a. 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.
- b. Staff and the public safety is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- 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 will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

21. **SECURITY**

- a. The successful supplier 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.
- b. The successful supplier will, when finishing the delivery and set up, secure doors, windows and other points of entrance when leaving the delivered units. Failure to do makes the supplier liable for losses and damages.

22. **SITE EXAMINATION**

- a. The supplier is encouraged to visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The supplier shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.
- b. The failure or omission of the supplier to receive or examine this document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein. Supplier understands the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument or document shall in no way relieve the supplier from any obligation in respect to its proposal.

23. **STORM WATER AND STREET ORDINANCES**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with all aspects of the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. The successful supplier 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's Storm water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.

24. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on HUD's Debarment List.
- d. Not be changed without KCDC's permission.

25. **UTILITIES**

The supplier will arrange for any necessary utility construction/connection services and work.

Scope of Work

26. GENERAL INFORMATION

- a. KCDC wants proposals for the manufacture, delivery and setup (turnkey project) of units as noted below.

KCDC wants a modular duplex with each of the units configured with:	
Bedroom	1
Open Concept Kitchen/Living area	1
Laundry area	1
Porch	1
Bathroom	1

KCDC wants a single family home with each of the units configured with:	
Bedroom	2
Open Concept Kitchen/Living area	1
Laundry area	1
Porch	1
Bathroom	1

- b. Modular units and their set up must comply fully with the City of Knoxville's Infill Design Guidelines. These can be found at http://archive.knoxmpc.org/plans/dguides/infill_guide.pdf

27. PROPERTY AND DESIGN STANDARDS










- a. All housing constructed must meet all Tennessee Housing Development Agency (THDA) minimum design standards for new construction of single family and multifamily units, applicable local, county and state codes, Uniform Property Condition Standards (UPCS) and zoning ordinances at the time of project completion.
- b. In the absence of a local code, new construction of single-family units for rental must meet the current, state-adopted edition of the International Residential Code for One- and Two- Family Dwellings. The newly constructed units must also meet accessibility requirements and mitigate disaster impact as applicable per state and local codes, ordinances, et cetera.
- c. Additional design standards include:
1. Energy Code. New construction projects must also meet the state-adopted edition of the International Energy Conservation Code.
 2. Energy Conservation. In addition to meeting the state-adopted edition of the International Energy Conservation Code, new construction projects must be Energy Star qualified as certified by an independent Home Energy Rating System (HERS) rater supplier should include the cost of rater in its bid or specifically state that the cost is excluded.

3. Broadband Infrastructure. THDA requires that newly constructed rental units must be wired for broadband internet access.
 4. Modular Housing must be certified by the State of Tennessee
For new construction of Multifamily Housing (five or more units), a minimum of 5% of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and at a minimum, an additional 2% of the units (but not less than one unit) must be accessible to individuals with sensory impairments. The total number of units in a National Housing Trust Fund (NHTF) assisted project, regardless of whether all units are NHTF-assisted, is used as the basis for determining the minimum number of accessible units. Also, in a project where not all the units are NHTF-assisted, the accessible units may be either NHTF-assisted or non-NHTF-assisted.
- d. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) implemented at 28 CFR parts 35 and 36, as applicable.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Solicitation Document A Supplier's General Response

General Information about the Supplier

Sign Your Name to the Right of the Arrow  Your signature indicates that you have 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 <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 at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): 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 sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 Americans <input type="checkbox"/>	White <input type="checkbox"/>

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

Exceptions to Specifications (Indicate the item number)

Delivery is guaranteed within ____ days after receipt of a purchase order.

Set up is guaranteed within ____ days after receipt of a purchase order.

Component Pricing Portions of the Total Price Include:

1 Bedroom Duplex	\$
2 Bedroom House	\$
Foundation	\$
Covered Porches	\$
Water Tap and Line Fee from the Road to the Home Site	\$
Sewer Tap and Line Fee from the Road to the Home Site	\$
Concrete Driveway and Sidewalk	\$
Two Electrical Hookups for the Duplex	\$
One Electrical Hookup for House	\$

Solicitation Document B Supplier's Prototype Drawing and Specification

Suppliers are to provide a drawing of the prototype building for KCDC's review. Additionally, include specifications of items such as (but not limited to):

- Structural system type
- Multi-unit complex construction plan
- Frame specifications
- Floor framing specifications
- Floor finish specifications
- Interior wall specifications
- Door and door hardware specifications
- Window specifications
- Electrical specifications
- Number of duplex receptacles per room
- Emergency lighting and other safety specifications
- HVAC specifications

Solicitation Document C Supplier Information

Suppliers will provide information about their experience with public entities to show proven and demonstrated ability to execute the RFP requirements. The proposal must include at least **three** specific references of similar accounts. Present information in this format:

1. Name of the business serviced
2. Contact name
3. Address
4. Phone number
5. Email address
6. Amount of the contract
7. Description of the contract
8. Date the contract began
9. Date the contract ended (if applicable)

Suppliers: _____

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.

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	