

Request for Written Quotes

WINDOW GLASS REPLACEMENT SERVICES AT WESTERN HEIGHTS 2017

Bid Number: Q1704

Due Date: 11:00 a.m. (Eastern Standard Time) on January 19, 2017

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

Pre-Quote Meeting 8:00 a.m. on January 6, 2017 in the Conference Room at Western Heights (1621 Joulolmon Avenue in Knoxville).

Please read this document before the meeting and be prepared to ask your questions about it.

Questions: Submit questions to purchasinginfo@kcdc.org

Deliver Quotes to: Knoxville's Community Development Corporation
Procurement Division
901 Broadway N
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: **Yes** ☒ **No** ☐

Award Results: KCDC posts both a summary of the bids received and the award decision to its web page at:

<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

Electronic Copies: Vendors are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.



General Information

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
- b. KCDC's property Western Heights (the office is located at 1621 Jourolmon Avenue) desires a vendor to replace "fogged" and broken windowpanes at the site. This solicitation does not include "frosted" though un-cracked windows. These windows are aluminum, not insulated nor tempered and grid less.
- c. The vendor is to assume that these are occupied apartments. Some apartments may be vacant and if so, these are priority. HUD requires that unless an entry is due to emergency circumstances, 48 hours advance notice to residents. Typically, management will give the notices to residents on a Friday and the notice will state that work will occur during the next week.
- d. The vendor will replace windowpanes marked with a blacker marker.
- e. The vendor will provide replacement glass panels, constructed per industry standards, with the glass pane thickness and spacer frames to match the sizes of the existing panels. Desiccant will fill the glass frame spacers. The entire unit is to be hermetically sealed.
- f. In some cases, there are spare sashes at the maintenance shop for the vendor to use. The vendor and KCDC will determine such availability and in these cases, KCDC will not pay for sashes.
- g. The vendor will provide one-year warranty on the labor from date of the installation. The vendor will provide a five-year warranty on materials from the date of installation.
- h. After award, KCDC will notify the successful bidder when apartments are ready for windowpane replacement. The vendor has three days to visit the site, take measurements and place orders for the various window glass replacement needs.
- i. Within seven days after order placement, the windowpane replacement will occur.
- j. The actual installation will occur so residents are without a window only for a few minutes.
- k. KCDC will not call for service with less than ten windowpanes ready for replacement without mutual agreement of both parties.
- l. The vendor's stated price includes all costs for the project including but not limited to visits to measure, removal of existing glass, installation of new glass, materials and supplies.

- m. KCDC will instruct residents each week to move furniture, curtains, coverings, drapes et cetera for the work. Should the resident not have the apartment ready, the vendor may either move on or come back (which is not recommended unless necessary) or call management for assistance. KCDC will be very detailed in the resident notice, and if the vendor and a KCDC staff member send someone ahead to give the next several apartments an extra head's up, it usually works well. The resident is responsible for putting the same items back into place once the work concludes.
- n. KCDC recommends that the vendor order all materials and work continually until the project is completed or order sufficient materials in various phases so that materials arrive at different times but are always available so that work does not cease.
- o. At first the vendor will obtain the keys from maintenance and a KCDC maintenance employee will accompany the vendor to the apartments. Once a familiarity is established, KCDC's maintenance employees will not accompany the vendor to the units.
- p. The vendor must always lock the door when leaving the apartment.
- q. If at the time of service only minors are home, reschedule the work.
- r. The list below indicates the apartments needing services.

Unit Number	Unit Total	Size 1	Size 2	Size 3
334	19	4	10	5
342	19	6	7	6
344	4	0	4	0
384	20	4	16	0
385	24	4	20	0
388	15	1	14	0
389	12	0	6	6
390	12	2	4	6
395	5	2	1	2
396	6	0	0	6
398	12	2	4	6
400	2	0	2	0
401	11	2	9	0
402	10	0	10	0
403	10	2	4	4
404	13	0	8	5
405	11	0	7	4
406	7	1	3	1
407	17	2	15	0
408	17	2	15	0
409	22	2	20	0
410	18	2	16	0

Unit Number	Unit Total	Size 1	Size 2	Size 3
411	8	1	4	3
412	12	0	7	5
445	11	1	10	0
446	14	0	14	0
447	20	0	18	2
448	9	0	9	0
449	13	1	12	0
450	15	0	15	0
451	20	16	4	0
452	15	1	14	0
453	16	2	14	0
454	20	2	18	0
455	18	2	16	0
456	13	2	11	0
457	19	4	15	0
458	17	2	15	0
459	17	2	15	0
460	14	0	14	0
461	15	2	13	0
462	13	4	9	0
463	14	3	11	0
464	11	2	9	0
465	17	2	15	0
466	17	2	15	0
467	17	2	15	0
468	17	2	15	0
Grand Totals	678	77	534	67

Legend	
Estimated Measurements Inside Frame	
Size 1	23-1/8 x 21-3/16
Size 2	24-13/16 x 21-3/16
Size 3	25-5/16 x 21-3/16

Note: The sizes listed above are the inside frame size not the actual glass size.

2. **CHANGES AFTER AWARD**

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

3. **CODES AND ORDINANCES**

All work covered 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-contractors must fulfill all requirements of the local building department and fire jurisdiction.

4. **CONTACT POLICY**

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

5. **CONTRACT DOCUMENTS**

KCDC will issue a purchase order (with attachments detailing the scope of work and other requirements) to the successful vendor.

6. **DAMAGE**

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

7. **EMPLOYEES**

Vendor will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand the English language in order for KCDC's representatives to communicate effectively with the vendor.
- e. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have picture identification badges at all times.
- f. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

8. **ENTRANCE TO SITES**

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

9. **EQUIPMENT**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work. The cost for such equipment, materials and supplies is to be included in the pricing quoted.

10. **EVALUATION**

KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process. This includes references and business capacity information.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in this document. Instead, these instructions are at www.kcdc.org. Click on “Procurement” and scroll down to “Resources”. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.”

12. **INSURANCE**

The contractor shall maintain, at contractor’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 contractor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor 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 contractor 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 contractor 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 contractor 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:* Contractor 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 contractor's insurance. If the contractor 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, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway N
Knoxville, TN 37917

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
- 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor. Contractor 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 contractor 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 contractor 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 contractor 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 contractor against any loss exposures, whether as a result of the project or otherwise.

13. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Invoices must:
 1. Be numbered
 2. Have a date on them that is after the work is completed or goods delivered
 3. Show the purchase order number
 4. Breakdown pricing according to the award structure. For instance, if priced by the hour, the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 5. Be suitable for scanning since KCDC does not maintain paper records.

Note: KCDC strongly encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Vendor must submit invoices within 90 days of the date the goods or services were. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.
- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the vendor. KCDC will not pay taxes shown on invoices.
- e. KCDC normally pays by electronic transfer (ACH) only. Vendors will need to set up their access to KCDC’s Vendor Portal to track actual payments made.

14. **LICENSURE**

- 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, a bid envelope coversheet is at the end of this document. Use it to supply the required information.
- c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will 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)
 - BC-6

15. **LIQUIDATED DAMAGES**

Liquidated damages shall apply at \$100.00 per calendar day for each day beyond the scheduled completion date and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

16. **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. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

17. **MEASUREMENTS AND DRAWINGS**

Complete responsibility for the final determination of dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions. Where the vendor's work is to join another trade, the vendor's shop drawings shall show actual dimensions and the method of joining the work of those trades.

18. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor 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.

19. **QUESTIONS**

Submit questions via [email](mailto:purchasinginfo@KCDC.org) with "Questions about Window Glass" in the subject line 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.

To the best of KCDC's knowledge RRP applies to this work: Yes ☐ No ☒

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/>

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 because of their fault or negligence.
- e. Perform work without unnecessary interference with the activities of KCDC, residents or vendors.

23. **SAFETY**

- a. The vendor will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor shall ensure that the flow of vehicular traffic is impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The vendor will protect all buildings, appurtenances and furnishings from damage. The vendor shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Vendor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

24. **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.

25. **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.

26. **SITE EXAMINATION**

- a. Vendors are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the vendor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) 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 vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its bid.

27. **STORAGE**

Most KCDC sites have limited storage space for vendors to access. 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. The successful vendor 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. 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. Additional information about NPDES, BMPs, and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage:
(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- e. 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 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. **TIME FOR COMPLETION**

Once the notice to proceed is given, the vendor will complete the work within 120 calendar days.

31. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will arrange for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for vendors as long as they are currently available at the area.
- c. The vendor must ascertain the availability of utilities for this work prior to submitting a bid.

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

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

- a. The minimum wage rates vary by the type of work being performed-not job titles assigned to your employees. If your employee predominately performs this work on the KCDC job, he or she must be paid at the rate below (or higher). If an additional classification is needed, contact the KCDC Purchasing Division. The minimum wage rates are:

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter/Glazier	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
Laborer	\$7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Skilled Worker	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88

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

33. **WEATHER**

Since this solicitation calls for liquidated damages if the vendor exceeds the guaranteed number of days for completion, allowances are needed for excessive inclement weather.

a. **EXTENSIONS OF CONTRACT TIME**

If the basis exists for an extension of time in accordance with this solicitation, then an extension of time based on weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

b. **STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

The Standard Baseline is the normal and anticipated number of calendar days for each month during which adverse weather will prevent activity. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time. The baseline is:

JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
7.4	7.5	8.1	7.3	7.9	7.1	7.8	6.0	4.8	5.2	7.2	7.9

c. **ADVERSE WEATHER AND WEATHER DELAY DAYS**

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:

- Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
- Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
- Standing snow in excess of one inch (1.00").

2. Adverse weather may include, if appropriate, “dry-out” or “mud” days when all of the following are met:
 - a. For rain above the Standard Baseline.
 - b. Only if there is hindrance to site access/ work (excavation, backfill, footings, et cetera).
 - c. At a rate no greater than one make-up day for each day or consecutive days or rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the owner.
3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the vendor’s scheduled workday, including a weekend day or holiday if the vendor has scheduled construction activity that day.

d. **DOCUMENTATION AND SUBMITTALS**

1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the owner at the beginning of the project.
3. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.
4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
5. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by the owner.

e. **APPROVAL BY OWNER**

1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
2. Extra costs shall not be incurred by the owner for any extra time increase to the contract.

34. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. Work on Saturdays, Sundays or holidays will require advance approval by KCDC.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow —————→

Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org.

Printed Name and Title —————→

Company Name —————→

Street Address —————→

City/State/Zip —————→

Contact Person (Please Print Clearly) —————→

Telephone Number —————→

Fax Number —————→

Cell Number —————→

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

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None ☐ Addendum 1 ☐ Addendum 2 ☐ Addendum 3 ☐ Addendum 4 ☐ Addendum 5 ☐

Statistical Information

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

Asian/Pacific ☐ Black ☐ Hasidic Jew ☐ Hispanic ☐ Native Americans ☐ White ☐

Cooperative Purchasing by Other Governmental Entities

Not applicable

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

Section 3 ☐

Small Business ☐

Woman Owned ☐

Cost

Replacement glass panel and installation price for glass 23-1/8 x 21-3/16	\$	per pane
Replacement glass panel and installation price for glass 24-13/16 x 21-3/16	\$	per pane
Replacement glass panel and installation price for glass 25 5/16 X 21 3/16	\$	per pane
Price for ballast replacement services (including the ballast) as needed	\$	each
Price for plastic clip replacement services (including the clip) as needed	\$	each

Vendor: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

9. Iran Divestment Act:

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of this Solicitation Document B and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

Vendor: _____

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers 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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:



If a bid reaches or exceeds **\$25,000**, state law requires certain bidder license information be on the front of your envelope. 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 bid.

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

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

Do not put it inside the envelope.

Window Glass Replacement Services at Western Heights 2017 Q1704
Solicitation Document D Envelope Coversheet

Bid Due Date/Time	01-19-17 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			
Pertinent State of Tennessee Contractor's License Classification			
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	
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	
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	
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	
Department of Environment & Conservation License Classification		Expiration Date Environment & Conservation License	

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

