




Terry McKee, IT & Procurement Director

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purchasinginfo@kcdc.org
www.kcdc.org

Request for Quotes

| | |
|--|--|
| Solicitation Name | Temporary Employment Services |
| Solicitation Number | Q2001 |
| Must Arrive by | 11:00 a.m. on September 30, 2019 |
| Deliver Responses to: | Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  <p>Procurement is located behind the main office building.</p> |
| 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 type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable |
| Solicitation Meeting Date | Not applicable |
| Solicitation Meeting Time | Not applicable |
| Solicitation Meeting Location | Not applicable |
| Questions About This Solicitation | Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone. |
| Award Results | KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/ |
| Open Records/Public Access to Documents | All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements. |

Check KCDC's webpage for addenda and changes before submitting your response



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 Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC intends these specifications to result in an "all or none" selection of a capable firm of providing after hours answering services relative to emergency maintenance calls. The selected supplier will forward those calls to the appropriate KCDC employee.
- c. The supplier will provide daily emails that verify the calls received and their outcome. E-mails are to include the:
 - Name of the person calling
 - Date of the call
 - Time of the call
 - Address
 - Unit number
 - Phone number where the caller can be reached.

Additionally, the vendor will provide information on:

- Whether or not they attempted to dispatch the call
 - The time of dispatch
 - Who they attempted to call.
- d. KCDC residents will call a telephone number designated by KCDC for after hour's maintenance emergencies. These calls will be automatically forwarded to the answering service during non-business hours. However there may times callers get to the after-hours answering service during KCDC business hours. If that happens, the operators will tell the residents they need to call their management office, since it is during business hours.
 - e. The supplier will answer calls and forward them to the appropriate person. Calls will be routed **to an onsite after-hours staff person** when deemed an emergency situation based on written criteria that

will be provided to the supplier (See Appendices B and C). All calls, whether dispatched or not, are to be logged as having been received with all of the same information as noted in Item 1(d).

- f. The maximum number of rings before the service answers will be three.
- g. The supplier will provide service from 4:00 p.m. to 7:30 a.m. Monday to Friday, 24 hours a day on all weekends and KCDC holidays.
- h. Currently KCDC averages 500 calls per month. KCDC's highest month had 869 calls (January - likely due to the extreme cold weather) and the lowest was 275.
- i. The supplier's primary contact when dispatching calls will be maintenance personnel who will be contacted via a mobile "On-Call" phone. Other employees that the operator may speak with when dispatching calls is the Senior Asset Manager or Asset Manager of the properties.

The supplier will be provided with the name, number and email address of the primary contact at the KCDC office. The primary contact will be available during business hours for discussing issues regarding invoicing and payments or any problems with dispatching calls for the previous night.

KCDC provides the list of appropriate staff members and their telephone number in Appendix A.

2. **Changes after Award**

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

3. **Contact Policy**

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.

4. **Evaluation**

KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best." KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award.

Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

5. **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.”

6. **Insurance**

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

The Supplier agrees the insurance requirements herein as well as KCDC’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC’s failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. **Errors and Omissions Liability (E & O) / Professional Liability:** Supplier shall maintain a minimum policy limit of no less than \$1,000,000. Supplier shall continue such coverage for at least five (5) years after completion of the services. If the Supplier maintains broader coverage and/or higher limits than the minimum shown above, Owner Entities shall be entitled to the broader coverage and/or higher limits maintained by the Supplier.
- b. **Commercial General Liability and Umbrella/Excess Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds with respect to the Supplier’s ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

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 the **Owner Entities** are automatically defined as additional insureds, the Supplier shall add by endorsement the **Owner Entities** as additional insured

for ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements.

- c. **Cyber Liability:** in an amount not less than \$100,000 per claim/event and sub limits not less than \$100,000 each for at least Cyber Extortion, Regulatory Action, and Event Management.
- d. **Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

- e. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.

e. **Other Insurance Requirements:**

- Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
- Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier 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 supplier enter into such an agreement on a pre-loss basis.
- A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
- 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.

- All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Cyber Liability which may be claims made coverage.

f. Certificate Holder and Owner Entities:

The **Certificate Holder** shall be:

KCDC
901 N Broadway
Knoxville, TN 37917

Owner Entities are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s) permits the entities listed below can be identified collectively as "**Owner Entities**":

KCDC, its officials, officers, employees, and volunteers
Knoxville's Housing Development Corporation
Eastport Development, LP
Five Points 1 LP
Five Points 2 LP
Five Points 3 LP
Five Points 4 LP
Lonsdale, LP
North Ridge Crossing, LP
Vista at Summit Hill, LP
Montgomery Village Corporation
Cagle Terrace Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities.**)*

- g. Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- h. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

7. 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 goods or services were supplied.
- 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.
- e. Since KCDC is the managing partner for four separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered there
 - With KCDC's permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
 - Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista.
- f. KCDC requires that invoices be submitted via email.

8. **Length of Award**

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

9. **Price Structure**

- a. At the end of each twelve-month period, the supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of increased cost, in the form of Producer Price Index (PPI) increase for Knoxville to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid 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. Suppliers may decrease prices at any time with or without notice.

10. **Section 3 of the HUD Act of 1968**

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

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill all positions that are unfilled with KCDC residents. For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will give KCDC job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:

1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
1. A Section 3 Business determination provided one is not already on file.
 2. A Section 3 Business plan for this work.

11. **Subcontractors**

Subcontractors must:

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

THIS AND THE PREVIOUS NEED NOT BE RETURNED

After Hours Answering Services Q2001
Solicitation Document A General Response Section

General Information about the Supplier

| | |
|--|--|
| Sign Your Name to the Right of the Arrow By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org . | |
| Printed Name and Title | |
| Company Name | |
| Street Address | |
| City/State/Zip | |
| Contact Person (Please Print Clearly) | |
| Telephone Number | |
| Cell Number | |
| Supplier's E-Mail Address (Please Print Clearly) | |

Addenda

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

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"/> |
|-------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Statistical Information (Check all the apply)

| | |
|---|--|
| 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 <input type="checkbox"/> No <input type="checkbox"/> |
| Mastercard is accepted for payment with a fee of _____. Yes <input type="checkbox"/> No <input type="checkbox"/> |

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

Iran Divestment Act:

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

Non-Collusion:

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






Accuracy of Electronic Copies:

- 12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit:

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(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 business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <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 |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) *Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities;*
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

Solicitation Document D References

Supplier: _____

Provide three (3) references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once - even if you have completed multiple projects/jobs for them.

| | |
|--|----|
| Name of Business | |
| Contact Person | |
| Contact Person Title | |
| Contact Person Telephone Number | |
| Description of Service Provided | |
| Date Contract Began | |
| Date Contract Ended | |
| Approximate Dollar Value of the Contract | \$ |

| | |
|--|----|
| Name of Business | |
| Contact Person | |
| Contact Person Title | |
| Contact Person Telephone Number | |
| Description of Service Provided | |
| Date Contract Began | |
| Date Contract Ended | |
| Approximate Dollar Value of the Contract | \$ |

| | |
|--|----|
| Name of Business | |
| Contact Person | |
| Contact Person Title | |
| Contact Person Telephone Number | |
| Description of Service Provided | |
| Date Contract Began | |
| Date Contract Ended | |
| Approximate Dollar Value of the Contract | \$ |

After Hours Answering Services Q2001

Solicitation Document E Cost

Supplier: _____

| ITEM | MINIMUM |
|--|---------|
| Cost per Month for Base Service Described Herein | \$ |
| Other Costs – Include Description | |
| Other: | \$ |
| Other: | \$ |
| Other: | \$ |
| Other: | \$ |
| Other: | \$ |
| Other: | \$ |

After Hours Answering Services Q2001

Solicitation Document F Insurance Term Sheet

| | |
|--|---|
| Certificate Holder | KCDC 901 N Broadway Knoxville, TN 37917 |
| Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i> | KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation |
| Professional Liability | \$1M (minimum limit) |
| GL | \$1M / \$2M (minimum limit) |
| Cyber Liability | \$100,000. Sublimit of \$100,000 each for Cyber Extortion, Regulatory Action, & Event Management. (minimum limit) |
| Auto | \$1M (owned, hired, & non-owned) |
| WC & Employers Liability | statutory limits |
| 30-day cancellation | Required– must indicate on COI |
| Primary non-contributory | Required – must indicate on COI |
| Waiver of Subrogation | Required – must indicate on COI |

KCDC AFTER-HOURS EMERGENCY CONTACTS

ON-CALL NUMBER BY SITE

| SITE # | PROPERTY NAME | ON-CALL # |
|----------------------|--|------------------|
| 1 | Austin Homes/The Vista at Summit Hill | 661-4835 |
| 2 | Autumn Landing (formerly Virginia Walker) & Natures Cove (formerly Bakertown Apts.) | 740-3378 |
| 3 | Cagle Terrace | 661-4838 |
| 4 | Isabella Towers | 679-3993 |
| 5 | Lonsdale Homes & Mechanicsville | 661-4834 |
| 6 | Guy B. Love Towers | 661-4836 |
| 7 | Montgomery Village/The Verandas on Flenniken | 679-3992 |
| 8 | North Ridge Crossing/Valley Oaks Apartments | 679-3991 |
| 9 | Northgate Terrace/The Manor at Northgate | 755-6052 |
| 10 | The Residences at Five Points/Five Points II/Five Points II/The Residences at Eastport/Five Points/Sr. Duplexes/Five Points Family Multiplexes/Five Points Phase 2/Passport Properties/Passport Homes S8 | 661-4837 |
| 11 | Western Heights Clifton Cottages | 661-4833 |
| Last Updated 8/23/19 | | |

After Hours Answering Services Q2001

Appendix 1 - Continued Call Contacts

**ALTERNATE NUMBERS
WHEN ON-CALL NUMBER CANNOT BE REACHED***

| SITE # | IF NO RESPONSE, MAINTENANCE STAFF AND/OR MANAGERS TO CALL BY SITE NUMBER |
|---------------|--|
| 1 | Managers: Jonathan Romeo 755-5960, Darrell Lindsey 233-7043 |
| 2 | Maint. Supervisor: Johnny Booker, Manager: James Pruitt 755-5964 Maint. Supervisor: Gerald Littlejohn, Manager: James Pruitt 755-5964 |
| 3 | Maint. Supervisor: Larry Medley 755-6026, Manager: Rhonda Harris 755-5959 |
| 4 | Maintenance Supervisor: Mark Meade 755-5956, Manager: Sam Chambers 755-5954 |
| 5 | Managers: Jack Haynes 388-0115, Darlene Farmer 755-5961. If no answer, call Darlene Farmer at 789-8463. |
| 6 | Maint. Supervisor: David Wayne Lovelace 257-3508, Manager: Steve Ellis 755-5988 |
| 7 | Managers: Diana Caldwell 306-7405, Linda Jeter 755-5965, |
| 8 | Managers: Adronicus Thomas 755-5990, Vickie Worrell 755-5985 |
| 9 | Maint. Supervisor: Rodney Yardley, Manager: Terri Evans 755-5994 |
| 10 | Managers: Kim Clark 755-5974, Lisa Weddle 755-5957, Beth Bacon 755-5996 |
| 11 | Maint. Supervisor: Bryan Coffey 755-6050, Managers: Kristie Toby 755-5989, Rhonda McCulley 755-3330, Tiara Webb 755-5991 |

***In all cases, if On-call person, maintenance staff or managers cannot be reached, contact Sean Gilbert at 865-755-5953.**

KCDC HI-RISE AND ELDERLY-DESIGNATED PROPERTIES AFTER-HOURS EMERGENCY CALL HANDLING

Maintenance staff will respond to the following situations:

Commode - Overflowing or Continuing to run Commode - Stopped up
(Only if one toilet in unit) Tubs and Sinks – Only if sewage is backing up
into it Water Heater – Leaks in pipes or water heater unit
Water Heater - No Hot Water (Only if it will be more than 24 hours before management office is open)
Water Leaks/Flooding – Interior Only

Furnished Appliances (Stoves, Refrigerators) - Shocks resident or sparks occurring from appliance
Refrigerators – Not cooling (Only if it will be more than 24 hours before management office is open)

No Heat - Only if outside temperature is below 50 degrees for 24 hours or more continuously

A/C –Resident must be on oxygen or outside temperature must be above 90 degrees for 24 hours or more continuously,
with the exception of A/C outages for Eastport which should be routed to On-call number regardless.

No Power to Unit - Only after resident has contacted KUB to verify no area outage - Answering service to provide KUB
number for resident to call.

Elevators - Only if all elevators in building are not working High Rise Main

Entrance Doors not operable

Garbage Chutes stopped up (Weekends only at Northgate)

Smoke Detector Going Off – Answering service will ask resident if there is evidence of flames, smoke or the smell of
something burning. If so, they will be instructed to evacuate all family members immediately and call 911. If there is no
evidence of immediate danger, the On-call will be contacted to follow-up with the resident for additional information.

Major Damages from Fire - Any calls from Fire Department

Major Damages from Wind - Roof/Windows damaged causing leaks inside unit.

Lock outs- Only if before 10:00pm. Resident must be able to have in possession supporting documents assuring they are
on lease for this unit. Resident must agree to a **\$75 fee** for this service.

Key FOB Doesn't Work – Only for Eastport

Welfare Checks - Person calling **must call 911 first** and KCDC will only respond after call from Emergency Services, Fire
Dept. or Police Dept. is made to KCDC Emergency number.

NOTE: High-Rise locations are Northgate Terrace, Cagle Terrace, Love Towers and Isabella Towers. Elderly-
designated properties include The Residences at Eastport, The Duplexes at Five Points, and The Verandas on
Flenniken.

KCDC FAMILY-STYLE PROPERTIES AFTER-HOURS EMERGENCY CALL HANDLING

Maintenance staff will respond to the following situations:

Commode - Overflowing or continuing to run Commode - Stopped up (Only if one toilet in unit) Tubs and Sinks – Only if sewage is backing up into it Water Heater – Leaks in pipes or water heater unit

Water Heater - No Hot Water (Only if it will be more than 24 hours before management office is open)

Water Leaks/Flooding – Interior Only

Furnished Appliances (Stoves, Refrigerators) - Shocks resident or sparks occurring from appliance

Refrigerators – Not cooling (Only if it will be more than 24 hours before management office is open)

No Heat -Only if outside temperature is below 40 degrees for 24 hours or more continuously

A/C Not Working – Only if resident is on oxygen or outside temperature is above 90 degrees for 24 hours or more continuously

No Power to unit - Only after resident has contacted KUB to verify no area outage - Answering service to provide KUB number for resident to call.

Gas Leaks - Any reported smell at locations of Austin, Taylor, Lee Williams, North Ridge, Passport Homes, Passport Residences, KHDC, and Mechanicsville. Resident must supply Street Address.

Smoke Detector Going Off – Answering service will ask resident if there is evidence of flames, smoke or the smell of something burning. If so, they will be instructed to evacuate all family members immediately and call 911. If there is no evidence of immediate danger, the On-call will be contacted to follow-up with the resident for additional information.

Major Damages from Fire - Any calls from Fire Department

Major Damages from Wind - Roof/Windows damaged causing leaks inside unit.

Lock outs - We will not respond to Lock Outs after regular business hours. Residents will need to call their Management office Monday thru Friday during business hours. Key FOB Doesn't Work – Only for addresses on Juanita Cannon Street and Chestnut Street

Welfare Checks - Person calling must call 911 first and KCDC will respond after call from Emergency Services, Fire Dept. or Police Dept. is made to KCDC Emergency number.

Exterior Painting Services (as needed) Q1926

Appendix 3 Site Manager's Contact Information

| Property Name | Address | Manager | Contact Points |
|--------------------------------|--------------------------------|---|---|
| Austin Homes | 957 East Hill Avenue | Darrell Lindsey | dlindsey@kcdc.org 865-403-1300 |
| Autumn Landing | 6331 Pleasant Ridge Road | Manager: James Pruitt Maintenance: Johnny Booker | jpruitt@kcdc.org 865-403-1422 jbooker@kcdc.org |
| Cagle Terrace | 515 Renford Drive | Manager: Rhonda Harris Maintenance: Larry Medley | rharris@kcdc.org 865-403-1310 lmedley@kcdc.org |
| Five Points Properties | 381 McConnell Street (office) | Manager: Kim Clark Manager: Beth Bacon | kclark@kcdc.org 865-403-1390 bbacon@kcdc.org |
| Isabella Towers | 1515 Isabella Circle | Manager: Sam Chambers Maintenance: Mark Meade | schambers@kcdc.org 865-403-1340 mmeade@kcdc.org |
| Lonsdale Homes | 2020 Minnesota Avenue | Darlene Farmer | dfarmer@kcdc.org 865-403-1350 |
| Love Towers | 1171 Armstrong Avenue | Steve Ellis | sellis@kcdc.org 865-403-1360 |
| Mechanicsville | 2020 Minnesota Avenue (office) | Darlene Farmer | dfarmer@kcdc.org 865-403-1350 |
| Montgomery Village | 4530 Joe Lewis Road | Linda Jeter | ljeter@kcdc.org 865-403-1380 |
| Nature's Cove | 2639 Bakertown Road | Manager: James Pruitt Maintenance: Gerald Littlejohn | jpruitt@kcdc.org 865-403-1422 glittlejohn@kcdc.org |
| North Ridge Crossing | 712 Breda Drive | Adronicus Thomas | athomas@kcdc.org 865-403-1320 |
| Northgate Terrace | 4301 Whittle Springs Road | Manager: Terri Evans Maintenance: Rodney Yardley | tevans@kcdc.org 865-403-1400 ryardley@kcdc.org |
| Passport Properties/Residences | 381 McConnell Street (office) | Beth Bacon | bbacon@kcdc.org 865-403-1390 |
| Supportive Maintenance | 1130 Cornelia Street | Jack Canada | jcanada@kcdc.org 865-403-1371 |
| Valley Oaks | 3504 Oak Branch Circle | Adronicus Thomas | athomas@kcdc.org 865-403-1320 |
| The Verandas | 107 Flenniken Avenue | Linda Jeter | ljeter@kcdc.org 865-403-1380 |
| The Vista | 957 East Hill Avenue | Darrell Lindsey | dlindsey@kcdc.org 865-403-1300 |
| Western Heights | 1621 Jourolmon Avenue | Manager: Kristie Toby Maintenance: Bryan Coffey | ktoby@kcdc.org 865-403-1420 bcoffey@kcdc.org |