



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699  
865.403.1107 • Fax 865.594.8858  
800.848.0298 (Tennessee Relay Center)  
Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)  
<http://www.kcdc.org/modules/vendor/business.aspx>

**Requests for Quotes**

**Plumbing Services (as needed)**

**Due Date:** July 23, 2014

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

**Due Time:** By 11:00 a.m. (as shown by KCDC's clock)

**Quote Number:** Q1504

**Deliver Quotes to:** Knoxville's Community Development Corporation  
Purchasing Division  
901 Broadway N.E.  
Knoxville, Tennessee 37917

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

**Award Results:** KCDC posts the award decision to its web page at:  
<http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx>.



**Knoxville's Community Development Corporation**

## General Information for Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. While KCDC has its own employees who perform plumbing work, from time to time, KCDC needs supplemental plumbing services from vendors. This need is met by the vendor holding KCDC's award for plumbing services. Such needs arise when KCDC employees do not have the capacity or when special skill sets are needed.
- d. The successful vendor shall be required to supplement KCDC's ordinary maintenance workforce by providing all labor, materials and equipment necessary to perform routine and emergency plumbing services for KCDC's properties.
- e. KCDC's properties at which services may be required currently include:

Austin Homes	957 E. Hill Avenue
Autumn Landing	6331 Pleasant Ridge Road
Cagle Terrace	515 Renford Drive
Eastport Residences	317 McConnell
Isabella Towers	1515 Isabella Circle
Lee Williams Complex	317 McConnell
Lonsdale Homes	2020 Minnesota Avenue
Love Towers	1171 Armstrong Avenue
Mechanicsville Homes	Mechanicsville area
Montgomery Village	4530 Joe Lewis Road
Nature's Cove	2639 Bakertown Road
North Ridge Crossing	712 Breda Drive
Northgate Terrace	4301 Whittle Springs Road
Passport Homes	1626 Wallace Street area
Passport Residences	1626 Wallace Street area
Taylor Homes	317 McConnell
The Verandas	107 Flenniken Avenue
The Vista	957 East Hill Avenue
Valley Oaks	3504 Oak Branch Circle
Western Heights	1621 Jourolmon Avenue

2. **CHANGES AFTER AWARD**

It is possible that after award KCDC may need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the costs.

KCDC also reserves the right to accept proposed service changes from the vendor if the changes will lower the cost to KCDC and/or provide improved service.

3. **CODES AND ORDINANCES**

All work covered by this solicitation and award 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. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor and any subcontractors.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC's premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor.

7. **EQUIPMENT:**

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

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, 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.

<b>FACTORS</b>	<b>MAXIMUM POINTS</b>
Cost	100
Total	100

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.

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions can be found at [www.kcdc.org](http://www.kcdc.org). Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

10. **IDENTIFICATION**

The vendor’s employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

11. **INSPECTIONS**

The 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 in regard to completed work.

12. **INSURANCE**

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

The vendor agrees the insurance requirements herein as well as KCDC’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this contract

- a. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this award or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the vendor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. **Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Other Insurance Requirements:** Vendor shall:
  - 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, vendor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
  5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
  6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
  7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should vendor enter into such an agreement on a pre-loss basis.
  8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
  - f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the vendor against any loss exposures, whether as a result of the project or otherwise.
13. **INVOICING/ORDERING**
- a. Upon award, KCDC will set this up in its "contract module" of the software package. Vendors will be emailed separate purchase orders for each job. Such purchase orders will be auto generated by the Senior Asset Manager or Asset Manager for each property.

- b. Work is not to be performed until a purchase order is in place. 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. Performing work without a purchase order in place may jeopardize your award. Falsifying invoices to “help” a site manager out is not permissible and may jeopardize your award with KCDC.
- c. Vendors, depending upon the nature and volume of the award, may be asked to:
  - 1. Bill once per month or to bill each individual job.
  - 2. Provide a monthly statement that recaps all charges for the month.
  - 3. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
  - 4. Leave an invoice at the work site, mail them, email them or fax them.
- d. 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 bid structure. For instance, if your award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.

14. **KNOXVILLE’ STORM WATER AND STREET ORDINANCES**

The City of Knoxville’s Storm Water and Street Ordinances apply to this solicitation. The successful vendor shall 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. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.

- e. Additional information about NPDES, BMPs, and Land Development Manual can be found at the City of Knoxville’s Storm water Engineering Division webpage which is located at:  
<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- f. Vendor shall be 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 shall 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.

15. **LENGTH OF AWARD**

The term of the sward will initially be one-year (twelve months). The award will have four one-year optional renewals that can be exercised upon KCDC's request.

16. **LICENSING**

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.

In addition to any City or County licenses that may be required, all vendors must be licensed contractors as required by the “Contractor’s Licensing Act of 1994” as mandated by the State of Tennessee. The bidder must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. An envelope coversheet is provided at the end of this document for your convenience in providing this information.

The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work if the project cost is \$25,000 or more. However, KCDC will abide by any opinions or rulings that the State Contractor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications.

- CMC (full mechanical) or
- CMC-A (plumbing)

If a “commercial contractor” bids the project, a plumbing contractor must be listed on the bid envelope.

17. **PRICE STRUCTURE**

- a. At the end of the contract term, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. KCDC may, at its option:
  1. Accept the proposed price increase.
  2. Reject the proposed price increase.
  3. Suggest an alternative price increase.



- b. If KCDC rejects a proposed price the successful vendor may:
  - 1. Continue with the existing pricing.
  - 2. Suggest an alternative price increase.
  - 3. End the contract.
- c. Price decreases are allowed at any time with or without notice.
- d. While the successful vendor may offer other services, only those specifically awarded are “on contract.” Other services offered and/or performed are not covered by the award and can only be procured through specific purchase orders identifying the special services to be offered and the price for them. KCDC’s normal procurement thresholds will apply.

18. **QUESTIONS**

Questions pertaining to this solicitation should be submitted via email with “Questions about Plumbing Services” in the subject line, at least five days prior to the due date to [purchasing@KCDC.org](mailto:purchasing@KCDC.org).

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

Vendors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified for the work and must follow specific work practices to prevent lead contamination. Prior to starting work for KCDC, the vendor must submit proof of the applicable certification. Such certification must be kept current throughout the life of the contract.

Additional information can be found on the internet at:

- a. HUD’s website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp)
- b. State of Tennessee’s website:  
<http://www.state.tn.us/environment/swm/leadpaint/>

20. **REPORTING**

HUD requires that for federal grant awards of \$25,000 or more made after October 1, 2010, prime grant awardees (i.e. KCDC) must report associated first –tier sub-grants or sub-contracts of \$25,000 or more AND prime awardee executive compensation data (of the top five paid executives) to the federal government. At this time this applies only to “capital” funds. Upon award and if KCDC has the need, the successful vendor will be required to report this information to KCDC so that KCDC can then properly recorded it as the federal government requires.

21. **REQUIREMENTS CONTRACT**

Unless otherwise specified herein, any agreement resulting from this solicitation shall be an “open-end” type of agreement and there is no guarantee that any specified or minimum level of products or services shall be required by KCDC or provided by the vendor. It is understood that KCDC plans to use the successful vendor exclusively, but that KCDC reserves the right to purchase these services elsewhere if it is in KCDC’s best interest.

22. **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.

23. **SECURITY**

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

24. **SUBCONTRACTORS**

- a. Subcontractors must be approved by KCDC prior to beginning work. They must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Vendors may not use the services of other vendors/subcontractors not named in the quote without prior written permission from KCDC. If at any time during the term of the resulting contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.
- c. Subcontractors must also carry the same insurance coverages as outlined herein.

25. **VENDOR SERVICE TICKETS**

Vendor will leave a service ticket (provided by KCDC) on site with the Senior Asset Manager or Maintenance Supervisor at the completion of each day on which services were provided to KCDC. If these are not left, KCDC has the right to withhold payment.

26. **WAGE COMPLIANCE**

This work is federally funded and "prevailing wage" requirements apply. The successful vendor will be required to submit certified wage compliance forms once per month. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract. Additionally, periodically KCDC will have to "interview" one or more of your employees while they are on site working. These are brief interviews that usually last around two minutes.

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

b. The minimum rates are:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Fringe Rate</b>	<b>Total Wage or Total Wage &amp; Benefits</b>
Carpenter	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
Equipment Operator	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
Laborer	\$7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Skilled Worker	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88
Welder	\$11.72	\$3.28	\$15.00

- c. If the classifications shown above are not adequate to describe the actual work performed, vendors must request additional classifications from KCDC. The awarded vendor cannot go by the title they assign their workers. The applicable classification is determined by the work performed-not titles.
- d. These requirements apply to all subcontractors that may be used by the successful vendor.
- e. KCDC will revise these rates when required by HUD and the Department of Labor. Typically, these rates are subject to yearly review by HUD and the Department of Labor. Should the review result in higher hourly rates or fringe benefits, the awarded vendor may increase their rates to reflect the change.

27. **WARRANTIES**

Warranties that are applicable to merchandise and service provided to KCDC will be delivered to KCDC’s Maintenance Supervisor at the Supportive Maintenance office.

- a. Warranties must indicate:
  1. The site where the installation occurred.
  2. The specific location (apartment, floor, wing, et cetera).
  3. The serial number of the unit.
  4. The brand and model of the unit.
  5. The date the warranty commences.
  6. The KCDC purchase order number.

- b. Vendors will provide a minimum twelve-month warranty on parts and labor on all new installations. The twelve months starts once the repair or installation is complete and the unit is in service.
- c. Often manufacturers will provide extended warranties (in excess of twelve months) at no additional cost. Such warranties are to be passed onto KCDC.
- d. The vendor will provide a quarterly listing/printout of all equipment installed during each quarter. Such listing will be broken down by location.
- e. The vendor will be required to accomplish all warranty repairs during the contract period and after the contract period has expired, if the warranty is still in force.

28. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. However additional hours may be available at some sites. The successful vendor will address this with the site managers as necessary.

**Description of Work**

1. **GENERAL**

The vendor shall perform installation, maintenance and repairs on a Time and Material Basis to KCDC equipment in order to:

- Maintain equipment in proper operating condition.
- Install new equipment.
- Repair existing equipment.

The vendor shall do all work necessary for the performance and completion of this contract, in the manner called for by this contract, at the appropriate prices shown herein.

The vendor shall provide all supervision, labor, service trucks, materials, tools, equipment, and appurtenances necessary for the completion of this contract in the manner specified in this solicitation and the successful vendor's response to it.

2. **AFTER HOURS WORK**

The vendor may be required to perform work during KCDC's non-working hours or on weekends or holidays. All work including after-hours work must be approved by KCDC prior to the work commencing. The vendor may invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on Solicitation Document B.

3. **CALL BACK SERVICE**

Upon written notice from KCDC, the vendor must, without charge, promptly and properly replace any and all improper work and material that becomes apparent within a one (1) year period from the date of acceptance by KCDC. Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to KCDC. Response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies.

Should KCDC and the successful vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCDC and the situation will be reviewed.

4. **CHARGES**

KCDC will not pay "portal" or "travel" charges. Costs to KCDC will begin when the vendor's workers arrive on KCDC property. Charges to KCDC will cease when the vendor's workers leave KCDC property. Note also that KCDC does not pay for breaks or mealtimes for vendor's employees.

5. **CLEANUP**

The vendor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion of the work, the vendor shall remove all waste materials and rubbish from and around the premises, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces, and leave the area "broom-clean."

6. **CODES**

All work shall be conducted in complete accord with all requirements of all authorities having jurisdiction. KCDC will not authorize payment until compliance with codes is achieved.

7. **CONFINED SPACE**

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

8. **EQUIPMENT**

Vendor is responsible for having all standard equipment necessary to perform under this award. KCDC shall not reimburse any equipment rental expense under this agreement unless it is of a special nature.

9. **ESTIMATES**

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

- a. While rare, the successful vendor might be called upon to design systems in lieu of KCDC hiring a design firm. In these cases, the successful vendor may bill KCDC for the work.
- b. In other cases, KCDC may request an estimate for a proposed job. Should the cost prohibit KCDC from authorizing the work, KCDC will accept estimating costs as detailed in the pricing section.

10. **HAZARDOUS MATERIALS AND CHEMICALS**

The vendor shall not use any materials or chemicals which may be a physical or health hazard without receiving prior written approval from the Senior Asset Manager. Along with the written request for approval, the vendor shall submit the manufacturer's specifications, a Material Safety Data Sheet, and any required Environmental Protection Agency (EPA) information on usage and handling. The definition of hazardous substances/materials includes (but is not limited to) such physical hazards as compressed gases, flammable liquids and solids, combustibles, and chemical oxidizers; and health hazards such as carcinogens, irritants, corrosives, sensitizers, and agents which may damage the lung, skin, eyes, or mucous membranes.

11. **HEALTH & SAFETY PROTECTION**

- a. The vendor shall comply with any and all federal, state, county, local, and municipal statutes, laws, regulations, and ordinances pertaining to the health and safety of the vendor's employees, resident, KCDC staff, visitors and all other persons. The vendor shall conduct his/her operation as may be necessary to avoid any violation of such statutes, laws, regulations, and ordinances. Compliance includes adherence to the Federal Occupational Safety and Health Act (OSHA) of 1970 and its latest revisions governing health and safety in the work place including Lockout/Tagout Regulations.
- b. If, at any time, the Senior Asset Manager or his/her designee feels that proper safety measures are not being implemented, the vendor will be stopped from working and may resume work only at such time as the condition is remedied.
- c. The vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA and AHERA.
- d. The vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment/materials required to protect the public, surrounding areas, equipment and vehicles.
- e. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- f. The vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

- g. The successful vendor shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- h. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

12. **NOTICE TO PROCEED**

- a. All work shall be authorized in writing and/or confirmed by KCDC via purchase orders.
- b. Jobs shall not exceed \$25,000 unless expressly authorized by the Purchasing Division.

13. **PERMITS**

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

14. **QUALITY**

All wiring shall be done according to the Plumbing Code. All work must meet the applicable requirements of all authorities having jurisdiction.

15. **RESPONSE TIME**

- a. Non-emergency needs must be responded to within twenty-four hours. However, this does not mean that the work must be completed within twenty-four hours. The work is to be completed within a reasonable and agreed upon timeline commiserate with workloads and the project.
- b. Emergency service requests must be responded to within four hours. However, this does not mean that the work must be completed within four hours. The work is to be completed within an agreed appropriate time commiserate with the emergency.
- c. Vendor shall maintain twenty-four (24) hour emergency service and a twenty-four (24) emergency call number.

16. **ROOF PROTECTION**

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

17. **SERVICE TRUCK**

The vendor shall maintain a stocked Service Truck with materials, tools, ladders, and equipment, to provide plumbing services as described herein at no additional cost to KCDC.



18. **STOP WORK**

KCDC can temporarily stop any project in the field because of weather, lack of materials, safety violations, or other unforeseen circumstances. If the work stoppage is longer than, or is expected to be longer than forty-eight hours, a written Stop Work Notice will be issued by KCDC.

19. **TIME AND MATERIALS BASIS**

- a. Vendors are required to submit labor-pricing rates that are all-inclusive hourly labor rates. The labor rates shall be given for each of the different labor classes that are listed on Solicitation Document B. The hourly rates quoted shall include all fringe benefits, profit, overhead, and general and administrative costs. The time basis for labor charges will include only those hours actually at the job site, not portal to portal or mealtime.
- b. Vendors are required to have hours worked certified by KCDC personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCDC employee. A job/service ticket will be left with the KCDC designee. This document will show the arrival and departure time and date for each employee.
- c. Additional charges will not be allowed for truck mileage. Nor will additional charges for fuel be allowed.
- d. Overtime/holiday rates will not be paid unless specifically authorized in writing by KCDC.
- e. Service calls shall typically be responded to by a journeyman plumber. Any additional personnel must be authorized by KCDC. If additional personnel are necessary, they are to be laborers or apprentices unless the service requires a higher level plumber.
- f. The vendor shall provide the following miscellaneous materials and supplies to KCDC at no additional cost: cleaners, rags, nuts, screws, bolts, nitrogen, oxygen, acetylene, flux, sand cloth, solder, wire nuts, wire connectors, electrical tape, and leak detector chemicals. All other parts and materials shall be invoiced at cost plus a fixed markup as stated herein. The markup will not apply to any sales taxes paid or freight. All freight charges must be approved by the Senior Asset Manager prior to ordering parts and materials.
- g. The parts and materials furnished shall be identical to those removed from service when required for compatibility or, otherwise, shall be of the same function and quality as those removed unless specific exception is granted by the Senior Asset Manager. If the vendor determines that parts or materials are necessary to restore a system or piece of equipment to its proper operating condition, the vendor, prior to purchasing those parts or materials, shall obtain approval from the Project Manager. When the vendor purchases new parts for which KCDC will be charged, the vendor shall not remove the old parts from the premises until the old parts have been examined and tagged for removal by the Senior Asset Manager. This requirement applies to mechanical and plumbing items and does not alleviate the vendor from his responsibility for promptly removing debris and waste from the work sites.

- h. The vendor shall provide all tools and equipment considered to be normal and customary to the trade, including but not limited to: standard hand tools, sump pumps, wet/dry vacuum, acetylene torch outfit including hoses, turbo-torch outfit, band saws, rotary hammer drills, 1/4" & 1/2" hand drills, gear/bearing puller, torque wrenches, chain blocks hoists, come along hoists, step ladders from 4' to 16', and extension ladders from 16' to 24'.
- i. Rental or vendor-owned equipment used on a project shall be charged at a flat all-inclusive per hour rate with no additional charges such as overhead, profit, or general and administrative cost. KCDC will only approve charges for equipment such as scissor lifts and scaffolding which are not normally used in the normal course of work and which it deems reasonable and representative of fair market price.
- j. Subcontractor costs are to be billed as a lump sum not to exceed the amount submitted on the estimate. The vendor shall submit a general description of the work to be performed including, but not limited to, number of hours, material, and equipment cost performed by the approved subcontractor. The vendor will be allowed to add an amount not to exceed five percent of the total subcontractor's costs to his invoice. The vendor agrees that this amount shall represent the total allowable overhead for subcontractor costs. The vendor further agrees that KCDC is not liable or responsible for any costs or charges incurred by the vendor in excess of the original estimate. The subcontractor shall be considered as an agent of the vendor, who shall be held fully accountable for all of the subcontractor's services, labor, and materials relative to the contract. Nothing contained in this document shall create any contractual relationship between KCDC and any subcontractor or sub-subcontractor. If changes to the scope of a project occur, the vendor's subcontracting price may increase or decrease based on the required changes. If such changes occur, a revised estimate must be submitted and approved by the Senior Asset Manager.
- k. KCDC reserves the right to reject any subcontractor's estimate which KCDC feels is excessive or unreasonable and may request the vendor to obtain estimates from others. In addition, KCDC may request references on all subcontractors, as it deems necessary.

**THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED.**

**General Information about the Vendor**

<b>Sign Your Name to the Right of the Arrow</b>	
<b>Printed Name and Title</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City/State/Zip</b>	
<b>Contact Person (Please Print Clearly)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Cell Number</b>	
<b>Vendor's e-mail address (Please Print Clearly)</b>	

**Addenda**

Addenda are not mailed but posted at [www.kcdc.org](http://www.kcdc.org). Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

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

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

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

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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**Prompt Payment Discount**

A prompt payment discount of \_\_\_\_\_% is offered for payment within 30 days

**Plumbing Services (as needed) Q1504**  
**Solicitation Document B      Pricing Sheet**

<b>Labor Pricing</b>	
<b>(inclusive of all labor, miscellaneous supplies, overhead, profit, administration and all other fees)</b>	
Basic Labor Charge Plumbing Technician	\$ per person per hour
Premium Labor Charge Plumbing Technician	\$ per person per hour
Basic Labor Charge Plumbing Apprentice	\$ per person per hour
Premium Labor Charge Plumbing Apprentice	\$ per person per hour
Basic Labor Charge Laborer	\$ per person per hour
Premium Labor Charge Laborer	\$ per person per hour
Basic Labor Charge Equipment Operator	\$ per person per hour
Premium Labor Charge Equipment Operator	\$ per person per hour
Basic Labor Charge Plumbing Journeyman	\$ per person per hour
Premium Labor Plumbing Journeyman	\$ per person per hour
Basic Labor Charge Backhoe Operator	\$ per person per hour
Premium Labor Backhoe Operator	\$ per person per hour
Basic Labor Charge Skidsteer Operator	\$ per person per hour
Premium Labor Skidsteer Operator	\$ per person per hour
Estimation Charge (per hour if work is not authorized)	\$ per person per hour
Design Charges (per hour only for substantial jobs)	\$ per person per hour
Define what "premium labor" means	
Minimum Hours	
<b>Other Non-Labor Charges</b>	
Trip Charge*	\$
Service Truck Charge (total for the day) (if any)	\$
Service Charge per Job (if any)	%
Mini-Excavator Cost Per Day	\$
Dump Truck Cost Per Day	\$
Pump Vacuum Truck Cost Per Day	\$
Backhoe Per Day including Transport Fees	\$
The markup on materials is	\$
<b>Warranties</b>	
Labor is guaranteed for how many years?	
Materials are guaranteed for how many years?	
<b>Other charges (be specific)</b>	

\*"Trip charges" are a flat rate charge that applies once per job. The charge is not per employee nor per truck but per job. The charge quoted covers travel to and from the job site. If a job takes more than one day, trip charges for each day may be charged.

The undersigned agrees that the following conditions are or will be met.

**NON-COLLUSION AFFIDAVIT**

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract 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 contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are 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.

**AFFIDAVIT OF ELIGIBILITY**

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.

**CONFLICTS OF INTEREST CERTIFICATION**







No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. 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.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the bid submitted in response to this solicitation is in full compliance with the listed requirements.

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

**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)

(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 |



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**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)* \_\_\_\_\_

**Plumbing Services (as needed) Q1504**

**Solicitation Document E**

**Vendor Business Information**

<b>PART ONE: EXPERIENCE</b>		
Years in business		
Years in business under this name		
Years performing this type of work		
Total number of clients		
Value of work now under contract	\$	
Value of work in place last year	\$	
Percentage (%) of work usually self-performed (not sub contracted)		
<b>PART TWO: LITIGATION</b>		
Has your firm:		
Failed to complete a contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>PART THREE: EMPLOYMENT SCREENING</b>		
Company used for pre-employment criminal background checks?		
<b>PART FOUR: SAFETY</b>		
Have you had any OSHA fines within the last three (3) years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you have answered <b>YES</b> to either of the above questions, you <b>MUST</b> submit, on a separate sheet, the details describing the circumstances surrounding each incident.		
<b>PART FIVE: PERSONNEL, EQUIPMENT &amp; MATERIALS:</b>		
<b>Area</b>	<b>Fulltime</b>	<b>Part Time</b>
<b>Clerical</b>		
<b>Management</b>		
<b>Plumbers</b>		
<b>Other Types</b>		
<b>How many total employees does your company employ:</b>		
<b>Number of Service Trucks</b>		
<b>Other resources to service this account:</b>		

**Plumbing Services (as needed) Q1504**

**Solicitation Document F      References**

**Provide client references as similar as possible to this work. A firm may only be listed as a reference once-even if you have done multiple jobs for them.**

**One**

Name of the business			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Dollar Value of the Contract			

**Two**

Name of the business			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Dollar Value of the Contract			

**Three**

Name of the business			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Dollar Value of the Contract			



**CAUTION!!**

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


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

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

**Do not put it inside the envelope.**

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

<b>Bid/Contract Name</b>	Plumbing Services
<b>Bid/Contract Number</b>	Q1504
<b>Bid Due Date/Time</b>	07-23-14 at 11:00 a.m.

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

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

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

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