



Terry McKee, IT & Procurement Director

901 N. Broadway • Knoxville, TN 37917-6699

865.403.1133 • Fax 865.594.8858

[procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org)

[www.kcdc.org](http://www.kcdc.org)

## Request for Proposals

<b>Solicitation Name and Number</b>	Card Operated Laundry Services Q2116
<b>KCDC's Procurement Division must receive your response no later than</b>	11:00 a.m. on March 12, 2021 (as KCDC's clocks indicate)
<b>Deliver Responses to</b>	<a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a>
<b>Electronic Copies</b>	Use the MS Word version posted on KCDC's website (or other electronic means) to provide a typed response. The final proposal is to be submitted in Adobe format.
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on March 9, 2021.  <b><u>KCDC will not accept questions via telephone.</u></b>
<b>Open Records/Public Access to Documents</b>	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 ( <a href="https://www.kcdc.org/procurement/">https://www.kcdc.org/procurement/</a> ) 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 housing property portfolio includes 17 properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,958 Section 8 Vouchers and 82 Moderate Rehabilitation units. Other activities of KCDC include management of 9 LIHTC properties, administration of development and redevelopment projects for local governments and several related business activities.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "supplier," "bidders," "contractors" and "suppliers."
- c. Several of KCDC's properties have "Coin Operated" laundry machines for their residents. KCDC's current award to Caldwell & Gregory has nearly reached the end of its five-year maximum and thus the services must be resolicited.
- d. The purpose of this solicitation is to make an award to one supplier for providing these laundry machines at KCDC's sites.

### 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**

Contact only KCDC's Procurement Division about this solicitation from the issuance of this RFP until its award. Information obtained from any other person will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award. Such contact can disqualify the supplier from the solicitation process.

### 4. **Contact Personnel**

A good working relationship must develop between KCDC and the successful supplier. The supplier will provide a contact(s) to handle billing inquiries and service-related issues. In the event the usual contact is unavailable, the supplier will notify Human Resources of the change.

### 5. **Contract Length**

KCDC anticipates the length of the contract will not exceed 60 months.

### 6. **Damage**

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

## 7. Employees

Supplier will:

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

## 8. Evaluation

- a. 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 proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process.
- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC's best interests. KCDC further reserves the right to adjust its evaluation scenario if this is in KCDC's best interest and consistent with good business practices.
- d. KCDC may require oral presentations as part of the evaluation process.
- e. KCDC plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points
Revenue to KCDC	45
Equipment	25
Qualifications	25
References	5
Total	100

## 9. General Instructions

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then follow 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." Paragraphs in the "General Instructions" document that **do not** apply to this solicitation: 4, 33, 42 and 57.

## 10. Insurance

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email [procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org) detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.

## 11. Price Structure

Suppliers are to quote a specific price as described herein.

- a. At the end of each award period, the successful supplier may request a price increase. Proof of increased cost to the successful supplier must accompany price increase requests. KCDC may, at its option:
  1. Accept the proposed price increase; or
  2. Reject the proposed price increase; or
  3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful supplier may:
  1. Continue with the existing pricing.
  2. Suggest an alternative price increase.
  3. End the award.
- c. The supplier may decrease prices at any time with or without notice.

## 12. Smoking Policy

KCDC's Smoke Free policy is applicable to you, your employees and subcontractors.

- a. The policy mandates:
  - No smoking on owner's property
  - No e-vape or similar usage on owner's property
  - The Smoke Free policy applies in personal or corporate vehicles on owner's property
- b. Applicable definitions include:
  - "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

- “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- Property means all buildings, parking lots, streets, structures and land. Should supplier staff be observed violating these requirements, KCDC’s Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

### 13. **Subcontractors**

Subcontractors must:

- Be approved by KCDC prior to beginning work. Any changes must be approved by KCDC.
- Not be on federal or the State of Tennessee’s debarment lists.
- Carry the insurance coverages as outlined herein.
- KCDC requires the supplier(s) to reach out to small business, minority owned businesses and women owned businesses as possible subcontractors if subcontracting services are needed.

## Scope of Work

### 14. **Introduction and Objectives**

KCDC's main interest is to provide quality machines and service to KCDC tenants. The machines must be easy to use, reliable and energy efficient. The successful supplier will be responsible for obtaining, installing, maintaining and repairing the machines. The machines will be on a laundry card system that that will use credit cards or laundry cards. A laundry card dispenser will also be needed for the laundry room with an online portal to monitor sales.

### 15. **Charges**

KCDC wants the supplier to recommend a cost per load for both washing machines and dryers. Currently however, the charge is \$1.25 per load.

- KCDC does not anticipate increasing cost to users during the period of the contract but reserves that right upon a written request from the successful supplier. The supplier shall not increase prices for washing and drying from initial set prices without KCDC's approval.
- The supplier is responsible for the settlement of any claims and reimbursements to users for non-performance of equipment.

**16. Communication**

For its convenience, KCDC often communicates via email. Accordingly, the successful supplier will routinely use email. Additionally, many KCDC staff members use “Texting” to communicate and the supplier needs to be proficient in this communication tool. Finally, some KCDC staff members use the telephone frequently and the supplier must be able to effectively communicate that way also.

**17. Equipment**

- a. Used equipment is not acceptable.
- b. Front loading washing machines are required.
- c. There will be a maximum of 48 hours to convert equipment at each building. Installations may be scheduled back-to-back at the various sites. KCDC will require a two-week notice prior to the installation. KCDC and the supplier must agree prior to the exchange of machines.
- d. All cost for installation (includes any water hoses or dryer ventilation required in addition to what KCDC must do to make their equipment operable) will be borne by the supplier.
- e. The successful supplier will maintain equipment in a good working order and keep the equipment clean.
- f. The successful supplier will have any machine repaired or a replacement machine installed of equal quality (model, year, capabilities) within two business days from the time a machine is reported out of order by KCDC.
- g. Any damage to machines by users or by vandalism shall not constitute reason for claim from KCDC. KCDC is to be held harmless from all claims that may arise from the supplier’s equipment being located on KCDC property.
- h. Operating instructions for equipment shall be maintained at each site.

**18. KCDC Responsibilities**

- a. KCDC will provide space for laundry equipment and maintain the common floor area, chairs and tables used by KCDC tenants.
- b. KCDC will provide space for the supplier’s equipment for the purpose of serving KCDC tenants. KCDC will not seek non-KCDC tenants for customers and will try to prohibit non-tenants from using suppliers’ equipment by providing KCDC tenants keys to both entrance to the building and the laundry room.
- c. KCDC will provide and pay for all utilities used by supplier’s equipment.

## 19. Locations

Currently KCDC has need for coin operated laundry services at:

Site	Address	Apartments	Washers	Dryers
Autumn Landing Apartments	6331 Pleasant Ridge Road	95	4	5
Cagle Terrace Building A	515 Renford Drive	272	4	4
Cagle Terrace Building B	515 Renford Drive		4	4
Isabella Towers	1515 Isabella Circle	231	5	5
Love Towers Building A	1161 & 1171 Armstrong Avenue	248	4	5
Love Towers Building B	1161 & 1171 Armstrong Avenue		5	5
Nature's Cove Apartments	2639 Bakertown Road	102	6	5
Northgate Terrace	4301 Whittle Springs Road	276	6	6
Valley Oaks	3504 Oak Branch Circle	48		
		1,272	38	39

KCDC's Desired Configuration for Washers		
Site	Number of Top Loaders Desired	Number of Front Loaders Desired
Autumn Landing Apartments	4	0
Cagle Terrace Building A	3	1
Cagle Terrace Building B	3	1
Isabella Towers	2	3
Love Towers Building A	3	1
Love Towers Building B	4	1
Nature's Cove Apartments	6	0
Northgate Terrace	5	1
Valley Oaks	0	4
<b>Totals</b>	30	12

## 20. Revenue

- KCDC reports the following earnings shown below from the laundry machines.
- While the amounts shown below are indicative of earnings, KCDC makes no guarantee as to future earnings.

	Autumn Landing	Cagle Terrace	Isabella Towers	Love Towers	Nature's Cove	Northgate Terrace	Valley Oaks	Totals
<b>Total 2016</b>	\$7,582	\$18,332	\$10,015	\$21,034	\$10,326	\$14,572	\$5,766	\$87,627
<b>Total 2017</b>	\$8,727	\$20,831	\$10,847	\$22,289	\$10,309	\$16,024	\$5,596	\$94,623
<b>Total 2018</b>	\$8,424	\$19,565	\$10,845	\$22,862	\$9,621	\$16,387	\$4,983	\$92,687
<b>Total 2019</b>	\$8,037	\$18,553	\$10,775	\$22,612	\$9,302	\$17,696	\$4,050	\$91,025
<b>Total 2020</b>	\$6,657	\$15,232	\$9,253	\$17,776	\$9,399	\$16,936	\$4,720	\$79,973
								\$445,935

## 21. Site Visits

Suppliers are urged to visit all sites to view the current configurations of the machines. The failure of the supplier to do so will not relieve the supplier of such responsibility. Coordinate the site visits with the persons shown below.

Site	Contact	Phone	Email
Autumn Landing	James Pruitt	403-1422	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a>
Cagle Terrace	Rhonda Harris	403-1310	<a href="mailto:rharris@kcdc.org">rharris@kcdc.org</a>
Isabella Towers	Sam Chambers	403-1340	<a href="mailto:schambers@kcdc.org">schambers@kcdc.org</a>
Love Towers	Steve Ellis	403-1360	<a href="mailto:sellis@kcdc.org">sellis@kcdc.org</a>
Natures Cove	James Pruitt	403-1422	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a>
Northgate Terrace	Terri Evans	403-1400	<a href="mailto:tevans@kcdc.org">tevans@kcdc.org</a>
Valley Oaks	Adronicus Thomas	403-1320	<a href="mailto:athomas@kcdc.org">athomas@kcdc.org</a>

Note that standard COVID protection requirements (such as, but not limited to, wearing masks, washing hands and not entering the property if feeling unwell or having a fever) apply.

## 22. Submittal Instructions










Submit your information in the order indicated below:

Document Number	Title
Solicitation Document A	General Information about the Supplier
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Equipment Proposed
Solicitation Document E	Qualifications
Solicitation Document F	References
Solicitation Document G	Revenue Proposal

- Place your company's name on each page and number all pages consecutively
- The use of tables in presenting information facilitates the evaluation team's review.
- Do not use phrases such as "See the attached" or "Will be provided upon award."

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



Solicitation Document A: General Information about the Supplier					
Sign Your Name to the Right of the Arrow 					
If completing this document in Adobe, an electronic signature is acceptable to KCDC.					
Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" ( <a href="http://www.kcdc.org">www.kcdc.org</a> ) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.					
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 <a href="http://www.kcdc.org">www.kcdc.org</a> . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.					
Acknowledge addenda have been issued by checking below as appropriate:					
None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
Statistical Information (Check all that 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 <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>					Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): <i>It is at least 51% owned by a Public Housing resident or it employs Section 3 residents for at least 30% of its employee base; or it commits to subcontract at least 25% of the project's dollars to a Section 3 business.</i>					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"/>

**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.

**Accuracy of Electronic Copies**

10. 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.

### Non-Collusion

11. 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.
12. 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.

### No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this proposal 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.

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

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

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 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 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)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

## 9. Certification of Eligibility Under the Davis-Bacon

**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)

Detail the proposed equipment (washers and dryers).

1. Brand
2. Model
3. Features
4. Physical Size
5. Load size
6. Energy consumption
7. Energy Star Status/Energy Ratings
8. Handicap access
9. Specify that new equipment will be installed
10. Number of units recommended for each site
11. Concerning repairs:
  - a. Specify who KCDC and/or residents contact for repairs (include their contact points)
  - b. Specify a guaranteed response timeline for repairs
12. Technical and/or marketing sheets for the equipment
13. Address high-energy efficiency issues and reported customer issues with front loading washing machines.
14. Address equipment replacement policies and plans.



## Solicitation Document E Supplier Qualifications

1. Provide a brief narrative history of the organization submitting the proposal.
2. Organization Size
3. Organizational structure
4. Provide financial stability indicators
5. Mergers and/or acquisitions within the last five years
6. Legal status (corporation or partnership, et cetera)
7. Number of machines now in service in the Knoxville area
8. Number of accounts in the Knoxville area and under your organization as a whole
9. The frequency of times you check on and services machine (One of KCDC's objectives is minimize the laundry room being a target to theft)
10. Identify the individual(s) in your firm who will be KCDC's contact persons
11. Give a brief (one paragraph maximum) chronology of their career and experience
12. Describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this specific type of project



## Solicitation Document F References

1. Provide client references as similar as possible to this work. KCDC prefers references from “affordable housing” companies but will accept other references at its discretion.
2. A supplier may only list a company once even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via phone calls and/or other electronic survey means.
4. Provide **three** references in the following format.

Name of the business that was serviced	
Name of the apartment complex serviced	
Number of apartments	
Number of washers and dryers installed	
Contact person	
Contact person title	
Contact person's telephone number	
Contact person's email address	
Award began	
Award ended	

Detail the revenue sharing plan by indicating:

1. Percentage going to KCDC.
2. Any deductions from “revenue.”
3. All costs to KCDC.
4. Any “bonus” money going to KCDC for signing with your company.
5. Cost per load for washers and cost per load for dryers.
6. The run time for a drying cycle.
7. Detail your plan for the monthly accounting of review with a representative from KCDC’s management staff.
8. Detail your “space improvement” fee proposal. Note that KCDC expects a minimum of \$1,500.

## 1. 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 "e" for exact naming of certificate holder and additional insured.**

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. **Commercial General 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(s). 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 **KCDC, its officials, officers, employees, and volunteers** 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.

- b. **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 **KCDC, its officials, officers, employees, and volunteers** as additional insureds.

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

- d. **Other Insurance Requirements:**

- 1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

2. 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.
  3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
  4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  5. 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.
  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. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
  8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.
- e. Certificate Holder and Additional Insured:**  
KCDC, its officials, officers, employees, and volunteers  
901 N Broadway  
Knoxville, TN 37917
- f. 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.
- g. 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 a result of the project or otherwise.