

Terry McKee, IT & Procurement Director

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Request for Written Quotes

HVAC SERVICES

Solicitation Number	Q1803	
Due Date	January 23, 2018	
Due Time	11:00 a.m. EST	
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917	
	Note: Procurement is in a separate building behind the main office building.	
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at <u>purchasinginfo@kcdc.org</u> .	
May responses be emailed to KCDC	 ☑ Yes □ No Paper copies must also be provided, if the solicitation so indicates. 	
Solicitation Meeting	🗆 Yes 🛛 No	
Solicitation Meeting is Mandatory	🗆 Yes 🛛 No	
Solicitation Meeting Date	Not applicable	
Solicitation Meeting Time	Not applicable	
Solicitation Meeting Location	Not applicable	
Questions About This Solicitation	Submit questions to <u>purchasinginfo@kcdc.org.</u>	

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



1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. While KCDC has its own employees who perform routine HVAC work, from time to time, KCDC requires supplemental HVAC services from suppliers. This need is met by the firm holding KCDC's contract for supplemental HVAC services. Such needs arise when KCDC employees do not have the time to get to needs in a timely fashion or when special skill sets are needed.

The successful supplier is required to supplement KCDC's ordinary maintenance workforce by providing all labor, materials and equipment necessary to perform routine and emergency HVAC services for KCDC's properties located within the City of Knoxville and two that are located in Knox County.

Work may range from cleaning coils, replacement of 5 ton or larger compressors, replacement of thermostats, installation of units, et cetera.

2. CHANGES AFTER AWARD

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

3. CODES AND ORDINANCES

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed.

4. **CONTACT POLICY**

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

5. **DAMAGE**

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

6. **EMPLOYEES**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

7. ENTRANCE TO SITES

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

8. EQUIPMENT

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

9. EVALUATION

KCDC will arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

10. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at <u>www.kcdc.org</u>. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

11. **IDENTIFICATION**

The supplier'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.

12. **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 to KCDC evidencing said insurance coverages.

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.

a. *Commercial General Liability Insurance:* occurrence version commercial general liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$3,000,000.

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 supplier 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 supplier 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. *Pollution Liability Insurance*: pollution liability coverage, providing defense and indemnity coverage for bodily injury, property damage and environmental investigation and clean-up costs for pollution conditions arising from the supplier's operations. Limit of liability not less

than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.

- e. *Other Insurance Requirements:* Supplier 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 supplier's insurance. If the supplier 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, supplier 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 North Broadway Knoxville, TN 37917

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

<u>General Liability</u> – limits of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate, it shall apply separately to the work/location for this contract or be no less than \$2,000,000.

Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

- 6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
- 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
- 8. All policies must be written on an occurrence basis.
- f. 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.
- 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 as a result of the project or otherwise.
- h. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

General Services:	7 calendar days	🗆 Yes	🛛 No
Construction Services	15 calendar days	\boxtimes Yes	🗆 No

13. **INVOICING/ORDERING**

- Until a purchase order is in place, work is not to be performed nor are goods to be delivered.
 KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.

- c. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only.

14. LENGTH OF AWARD

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

15. LICENSURE

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

16. **PERMITS**

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

17. **PRICE STRUCTURE**

- a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- b. KCDC does not pay fuel surcharges.

18. **QUESTIONS**

Send direct questions pertaining to this document to <u>purchasinginfo@KCDC.org</u> with "HVAC Services" in the subject line, at least five days prior to the due date.

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

Suppliers performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. When work is occurring at a site, the supplier must submit proof of the applicable certification before commencing work. The supplier will keep such certification current throughout the life of the award.

To the best of KCDC's knowledge RRP applies to this work (at some sites): Yes oxtimes No \Box

Additional information is at:

- HUD's website: <u>http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training_/rrp/rrp</u>
- State of Tennessee's website: <u>http://www.state.tn.us/environment/swm/leadpaint/</u>

20. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier has carefully examined the plans, the specifications and the worksites and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

21. SAFETY AND OSHA GUIDELINE COMPLIANCE

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.

- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

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 suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill 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 supplier 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 supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

23. STORM WATER AND STREET ORDINANCES

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

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

24. SUBCONTRACTORS

Subcontractors must:

a. Be approved by KCDC prior to beginning work.

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

25. USE OF SOLICITATION FORMS

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are asked to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

26. <u>UTILITIES</u>

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

27. WAGE COMPLIANCE

The successful supplier 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.

These forms and completion instructions will be supplied to the successful supplier.

b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of at Least
Carpenter	\$11.72	\$3.28	\$15.00
Concrete Finisher	\$10.01	\$0.00	\$10.01
Custodian	\$ 6.99	\$1.96	\$8.95
Electrician	\$11.72	\$3.28	\$15.00
Elevator Technician	\$11.72	\$3.28	\$15.00
Equipment Operator I	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$ 7.62	\$2.13	\$9.75
Housing Craftsman I	\$10.76	\$3.01	\$13.77
Housing Craftsman II	\$11.72	\$3.28	\$15.00
HVAC Laborer	\$ 8.31	\$2.33	\$10.64
HVAC Technician	\$11.72	\$3.28	\$15.00
Laborer	\$ 7.62	\$2.13	\$9.75
Mower	\$ 7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Pest Control Technician	\$ 8.31	\$2.33	\$10.64
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Plumber's Assistant/Helper	\$ 9.87	\$2.76	\$12.63
Pressure Washer	\$ 8.31	\$2.33	\$10.64
Roofer	\$13.00	\$0.00	\$13.00
Skilled Laborer	\$ 8.31	\$2.33	\$10.64
Welder	\$11.72	\$3.28	\$15.00

c. These requirements apply to all subcontractors that may be used by the successful supplier.

28. WORK HOURS

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. However the supplier must understand KCDC's staff will not be on site or readily available after 4:00 p.m. during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

Scope of Work

29. **GENERAL REQUIREMENTS**

The supplier shall furnish all equipment and material, and it shall be commercial quality from a regular product line to complete the work described herein.

30. CALL BACK SERVICE

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

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

31. CHARGES

KCDC will not pay "portal" or "travel" charges. Costs to KCDC will start when workers arrive on KCDC property. Charges to KCDC will cease when workers leave KCDC property.

32. CLEAN-UP AND PRECAUTIONS

- a. All rubbish accumulated from a job shall be removed from KCDC's premises by the supplier at his expense. No trash, paint buckets or other debris shall be placed in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. All clean-up requirements will be completed before payment is made for a job.
- c. All work is to be completed at the convenience and safety of the occupants. If there are complaints from occupant s about fumes, smells, et cetera, the supplier shall be required to immediately cease work and ventilate the area until the problem is corrected. The supplier will be required to reschedule the work at a time suitable to the occupants or devise a ventilation method that eliminates the problem. Any remedy used by the supplier will be done at no additional cost to KCDC.

33. <u>CODES</u>

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.

34. CONTACT PERSONNEL

It shall be essential to the success of this contract to develop a good working relationship with the successful supplier. It is imperative that the KCDC account be handled efficiently and professionally. KCDC should be assigned no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful bidder shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC so as to avoid any interruption of service.

35. **EMERGENCY WORK**

- a. Supplier shall maintain 24 hour emergency service and a 24 hour emergency call number.
- b. Supplier shall guarantee response time within three hours of initial calls and provide emergency service as soon as possible if the call is stated to be an extreme emergency, but in no case be longer than four hours unless otherwise directed.

36. ENTRANCE TO KCDC SITES

Only authorized employees of the successful bidder are allowed on the premises of KCDC. Supplier's 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.

37. EQUIPMENT

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

38. ESTIMATES

The supplier 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 supplier'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.

39. LABOR CHARGES

- a. Suppliers shall include all costs (overhead, insurance, workmen's compensation unemployment insurance, unemployment insurance, social security, routine supplies and materials, et cetera in the hourly rate.
- b. Suppliers 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.
- d. Overtime/holiday rates will not be paid unless specifically authorized in writing by KCDC.

- e. Service calls will normally be responded to with an HVAC Technician and laborer. Any additional personnel must be authorized by KCDC.
- f. Any time consumed for meals eaten during the time on the job will be deducted. (Not relevant to job specific quotes).

40. LICENSING

If applicable, suppliers must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. <u>Copies of all such licenses and/or permits are to be submitted</u> with the informal response. Failure to submit copies of such may lead to informal response rejection.

41. MATERIALS

All materials furnished and installed shall be:

- a. Underwriters Laboratories listed, where applicable.
- b. Of standard professional quality and workmanship.
- c. Conforming to or exceeding the general quality level of the base unit.
- d. Parts produced by the original manufacturer except with permission in emergencies.
- e. KCDC reserves the right to specify which type of replacement equipment to be used.

42. NOTICE TO PROCEED

- a. All work shall be authorized in writing and/or confirmed by KCDC via purchase orders.
- b. Any one routine job shall not exceed \$10,000 unless authorized by the Procurement Division.
- c. In occupied apartments, KCDC must give 48 hours advance notice before work can commenceexcept in emergencies. If only a child under 18 is in the apartment, work may not take place.

43. OWNER'S MANUAL & WARRANTIES

Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to KCDC upon completion of a project. Warranties that are applicable to merchandise and service provided to KCDC will be delivered to the site at which the work was performed.

- a. Warranties must indicate:
 - 1. The site where the installation occurred.
 - 2. The area (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 purchase order numbers.
- b. Suppliers 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) for various components at no additional cost. Such warranties are to be passed onto KCDC.
- d. The supplier will provide a quarterly listing/printout of all equipment installed during each quarter.
- e. The supplier 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.

44. **PERMITS**

The supplier will be responsible for obtaining all required permits. KCDC will reimburse for the cost of all required permits.

45. **PERSONNEL REQUIREMENTS**

Supplier's technical staff must be thoroughly trained with a minimum of four years' experience in the commercial HVAC field and be completely familiar with the specified requirements and methods needed for proper performance of this contract.

46. **QUALITY**

All work must conform to American Wire Association Standards. All wiring shall be done according to HVAC Code. All work must meet the applicable requirements of all authorities having jurisdiction.

47. **<u>ROUTINE WORK</u>**

Non-emergency work shall be completed within five work days following the issuance of a notice to proceed.

48. SAFETY AND PROTECTION

- a. The supplier shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- b. The supplier 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 public who may be affected thereby.
- c. The supplier shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

- d. The flow of vehicular traffic shall not be impeded at any time during the project.
- e. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- f. The supplier is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and with the requirements of any other Regulatory Agency.
- g. The supplier 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 supplier from damage, which might be done or caused by work performed under this contract.
- i. 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 supplier.

49. SUPPLIER SERVICE TICKETS

Supplier will leave a service ticket (provided by KCDC) on site with the Senior Asset Manager or Asset Manager 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.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

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Solicitation Document A General Response Section

General Information about the Supplier		
Sign Your Name to the Right of the Arrow Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.		
Printed Name and Title		
Company Name		
Street Address		
City/State/Zip		
Contact Person (Please Print Clearly)		
Telephone Number		
Cell Number		
Supplier's e-mail address (Please Print Clearly)		
Addenda		
Addenda are at <u>www.kcdc.org</u> . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.		
Acknowledge addenda have been issued by checking below as appropriate:		
None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5		
Statistical Information		
This business is owned & operated by persons at least 51% of the following ethnic background:		
Asian/Pacific 🗆 Black 🗆 Hasidic Jew 🗆 Hispanic 🗆 Native Americans 🗆 White 🗆		
As defined on KCDC's webpage (see the "General Instructions to Suppliers"), this business qualifies as:		
Section 3 Small Business Woman Owned		
Prompt Payment Discount A prompt payment discount of% is offered for payment within days of submission of an accurate and proper invoice.		
Mastercard Acceptance		
Mastercard is accepted for payment without additional fees. Yes \Box No \Box		
Mastercard is accepted for payment with a fee of Yes \Box No \Box		

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Solicitation Document B Affidavits

Suppliers:

Conflict of Interest:

- 1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
- 2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
- 3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential supplier s, 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 contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

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

Iran Divestment Act:

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

Non-Collusion:

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

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

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

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)(I) 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)(l) 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

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(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 so licit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or compan 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.

form HUD-5369-A (11/92)

(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.

Organizational Conflicts of Interest Certification 4.

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.

Minimum Bid Acceptance Period 6.

(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. "Womenowned 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

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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:

 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.

 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)

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HVAC Services Q1803

Solicitation Document D Pricing Form

Supplier: _____

Service	Cost per Person per Hour
Basic Labor Charge - HVAC Supervisor	\$
Basic Labor Charge - HVAC Technician	\$
Basic Labor Charge - Sheet Metal Worker	\$
Basic Labor Charge - Pipe Fitter	\$
Basic Labor Charge - Welder	\$
Basic Labor Charge - Laborer	\$
Minimum Hours – If Applicable	\$
Trip Charge – One per job/per day	\$
Estimation Charge - Per hour if work is not authorized	\$
Other Charges:	\$
Materials Markup	%

EQUIPMENT

Contractor shall be responsible for having or acquiring all standard equipment necessary to perform under this agreement. KCDC shall not reimburse any equipment rental expense under this agreement unless it is of a special nature. Specifically list here the rate charge for bucket or ladder truck, ditching machine and other equipment where charges would be in addition to hourly rates.

EQUIPMENT	OWN/LEASE	PER HOUR CHARGE (OR SPECIFY)
Bucket or ladder truck		\$
Ditching machine		\$

BUSINESS INFORMATION

Number of HVAC Technicians	
Number of Apprentices	
Number of Welders	
Number of years in this business	

COOPERATIVE PROCUREMENT BY OTHER GOVERMENTAL ENTITIES

Subject to additional location/delivery charges, the proposer agrees to extend the offered costs to other governmental entities if the entity so desires. Yes \Box No \Box