

Requests for Quotes

Painting Services at Guy B. Love Towers

Due Date: February 28, 2014

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

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

Quote Number: Q1427

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

Faxed/Emailed Responses are acceptable: Yes No

Pre-Quotation Meeting: Yes-*Read this specification prior to the meeting.*

Pre-Quotation Meeting Date: February 20 at 8:30 a.m. in the Commons Room at Love Towers
1171 Armstrong Avenue, Knoxville, Tennessee 37917.

Site Tour: Immediately following the pre-bid meeting.

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



General Instructions to Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,800 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. KCDC desires to hire a vendor to provide professional painting service at Guy B. Love Towers (normally called Love Towers) as described in the scope of work section of this document.

2. **CHANGES AFTER AWARD**

It is possible that after award the KCDC might change its needs or requirements. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor.

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

3. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national, state and local codes, ordinances, and orders that are in effect at the time the work is performed. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor and any sub-contractors.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.

- c. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC’s representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

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

7. **EQUIPMENT:**

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

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

FACTORS	MAXIMUM POINTS
Cost	100
Total	100

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

KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

9. **GENERAL INSTRUCTIONS**

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

10. **IDENTIFICATION**

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

11. **INSURANCE**

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

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

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

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

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

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

- b. ***Automobile Liability Insurance:*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. ***Workers' Compensation Insurance and Employers Liability Insurance:*** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. ***Other Insurance Requirements:*** Contractor shall:

1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

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

12. **LICENSING**

Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the vendor shall maintain the required licenses.

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

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

- BC
- BC-11 (Painting)
- BC-B (Commercial)
- BC-b (sm)

13. **LIQUIDATED DAMAGES**

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

14. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, workmanlike and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

15. **MEASUREMENTS AND DRAWINGS**

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

16. **PERMITS**

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

17. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Painting Services” in the subject line, at least five days prior to the due date to purchasing@KCDC.org.

18. **SAFETY DATA SHEETS (SDS)**

Vendors are advised that SDS must be provided for each product intended for use within the KCDC system. *As work is performed*, submit the SDS to the property managers at each site.

19. **SECTION 3 OF THE HUD ACT OF 1968**

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

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

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

20. **SECURITY**

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

21. **SITE EXAMINATION**

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

22. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.

- c. Vendors may not use the services of other vendors/subcontractors not named in the solicitation response without prior written permission from KCDC. If at any time during the term of the resulting award/contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.

23. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will have to make arrangement 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 or quote.

24. **WAGE COMPLIANCE**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. The successful vendor is required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful vendor's employees must be paid at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters must be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>.
- d. KCDC personnel will conduct on-site interviews of the vendor's employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

General Decision Number	TN140093
Date	01-03-2014
State	Tennessee
Construction Types	Building
Counties	Knox
Building	Does not include single family homes or apartments up to and including four stories
Modification Number	0

f. Classifications and rates:

Classifications and Rates	Rate	Fringe 1	Fringe 2
Boilermaker	\$25.73	\$17.07	NA
Bricklayer	\$22.86	\$1.78	NA
Carpenter (including drywall hanging but excluding cabinet installation and scaffold building)	\$14.79	\$0.25	NA
Drywall Finisher/Taper	\$14.09	\$0.24	NA
Electrician (including alarm installation)	\$22.99	\$8.72	NA
Glazier	\$14.89	\$2.69	NA
HVAC Mechanic (HVAC System Installation Only. Excludes installation of HVAC Pipe and Duct).	\$12.75	\$1.49	NA
Ironworker, Structural and Reinforcing	\$23.42	\$10.86	NA
Laborer: Common or General	\$12.62	\$2.45	NA
Laborer: Mason Tender-Brick	\$12.74	\$0.00	NA
Laborer: Roof Tearoff	\$9.75	\$0.49	NA
Operator: Bobcat/Skid Loader	\$17.05	\$0.00	NA
Operator: Mechanic	\$18.33	\$3.67	NA
Operator: Paver (Asphalt, Aggregate and Concrete)	\$13.50	\$0.00	NA
Operator: Roller	\$13.98	\$0.00	NA
Pipe Fitter (Including HVAC Pipe Installation)	\$27.24	\$10.95	NA
Plumber (Excluding HVAC Pipe Installation)	\$18.73	\$4.23	NA
Roofer: Built Up Roof	\$12.74	\$0.00	NA
Roofer: Rubber Roof	\$16.82	\$4.77	NA
Roofer: Single Ply Roof	\$16.50	\$0.32	NA
Sheetmetal Worker. Including HVAC Duct and Metal Roof Installation but excluding metal building erector and metal siding/wall panels.	\$14.88	\$1.48	NA
Tile Finisher	\$10.00	\$0.74	NA
Truck Driver: Dump Truck, Materials Truck and Pickup Trucks	\$12.56	\$0.00	NA
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.			

- g. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
- h. These requirements apply to all subcontractors that may be used by the successful vendor.
- i. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid. In all cases however, KCDC is required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

25. **WARRANTY**

The materials and labor for this project are to be warrantied to the paint manufacturer's specification or better. Provide details on the pricing sheet.

26. **WORK HOURS**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 5:30 p.m. Work on Sundays or holidays will require advance approval by KCDC.

Scope of Work

1. **INTRODUCTION**

Guy B. Love Towers consists of two separate tower buildings and this solicitation will result in the hiring of a vendor to paint portions of both towers as described below.

- a. This project is to paint 6 hallways and 6 elevator lobby areas in the “A” building. In the “B” building, the successful vendor will paint 8 hallways, 8 elevator lobby areas and the lower common entry lobby.
- b. The hallway painting will consist of painting walls, ceilings, baseboards, apartment entry doors and facings (including the jambs).
- c. Paint will be applied over areas previously paint with epoxy paint.

2. **GENERAL REQUIREMENTS**

- a. The vendor will make repairs to surface damage on the doors as needed.
- b. The hallways have fire sprinklers and the vendor will take extreme care to prevent paint being put on the heads and otherwise to prevent damage to the sprinkler heads. Vendor will cover all sprinkler heads and smoke detectors prior to painting to prevent damage or accidental painting. All damage to sprinkler heads or collateral damage from direct damage to the sprinkler heads will be the sole responsibility of the vendor.
- c. The vendor will provide and post "Wet Paint" signs to protect newly painted surfaces.
- d. All surfaces, floors, and KCDC property not to be textured or painted shall be completely protected at all times. Furniture, floors, surfaces, and other KCDC property must be protected by covering with drop cloths or other type of covering, moving, masking, or employing detailed application methods. Any dropped paint shall be removed.

3. **CLEAN-UP AND PRECAUTIONS**

- a. All rubbish accumulated from a job shall be removed from KCDC's premises by the vendor at the vendor's expense. Trash, paint buckets or other debris shall not be placed in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. At completion of each assigned job, the vendor shall also remove any drippage of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced. Failure to do so when asked by the owner will result in the work being done and charged to the vendor.

- c. Vendor shall make every effort to prevent accidental spilling of paint materials. In the event of such spill, the vendor shall immediately remove all spilled materials and clean to the original condition prior to this spillage.
- d. All clean-up requirements will be completed before payment is made for a job.
- e. All work is to be completed at the convenience and safety of the residents. If there are complaints from occupants about fumes, smells, et cetera, the vendor shall be required to immediately cease work and ventilate the area until the problem is corrected. Any remedy used by the vendor will be done at no additional cost to KCDC.
- f. When using solvents for cleaning brushes or other chemicals, the vendor is required to capture or save the used chemicals for disposal as a hazardous waste. The cost of disposal is entirely the responsibility of the vendor. At no time shall the vendor improperly dispose of solvents or chemicals by dumping them into the sewer system or on the ground.

4. **COLORS/PAINTS**

- a. Ceilings will be painted white-as they are now, using flat white latex paint equal to Pittsburgh “No Mess” ceiling paint (50-35) or equal.
- b. Baseboard trim, apartment entry doors and door jambs are to be painted a color in contrast to the walls using Pittsburgh “Break Through” satin or equal. Currently site management is anticipating making the doors a darker contrasting color but the final decision will be made from standard colors presented to the management.
- c. Wall colors will be determined by KCDC’s management after award of the project.
- d. PPG 98-1 Series Aquapon WB water borne epoxy semi-gloss or equal paint is to be used on the walls.

5. **LEAD BASED PAINT**

Love Towers is exempt from RRP’s lead based paint policies because it is primarily for elderly residents and children do not live at this complex.

6. **PAINT APPLICATION**

- a. Vendor shall store, handle, mix, thin and apply all materials according to the manufacturer's specifications. Additionally the vendor shall comply with all applicable government regulations in storing, handling, mixing, thinning and applying materials.
- b. Apply the paint in accordance with the manufacturer’s instructions. Install material in proper relation with adjacent construction and with uniform appearance.
- c. Vendor shall provide all equipment necessary to accomplish the work safely.
- d. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.

- e. All paint shall be hard and dry throughout the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- f. The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- g. All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.
- h. Only painters skilled in and possessing successful experience with applying epoxy paint shall be used for the work. Finished surfaces shall not show brush marks or other irregularities.
- i. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- j. All paint may be rolled or sprayed on all textured or plaster surfaces, provided vendor complies with all other requirements herein.
- k. Top, side, and bottom edges on all doors shall be painted.
- l. Paint may be rolled or sprayed onto the walls and ceilings (non-textured).
- m. Do not apply coatings in areas with high dust content.
- n. All areas will receive two coats of paint.

7. **SURFACE PREPARATION**

- a. Surface preparation which includes, but is not limited to, cleaning walls and all overhead piping before applying paint.
- b. Vendors shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs, door facing, ceiling tiles and grids) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- c. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting. Such cracks and defects, up to the size of the Property Manager's fist are at the expense of the vendor. Damages more than that size are to be priced separately on the pricing sheet.
- d. Plaster wall surfaces are to be cleaned, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.
- e. The doors, frames, and trim are to be properly sanded and prepped prior to the application of any enamel paint.

- f. Where weather stripping has been applied to doors or doorjamb, remove the weather stripping and any residue.
- 8. **TIME LIMIT**
All work will be completed within 120 calendar days from the issuance of the notice to proceed. Once a hallway/lobby area is started, it is to be completed within one week.

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

Solicitation Document A General Response and Cost Section

General Information about the Vendor

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

Please acknowledge addenda have been issued by checking below as appropriate:

None: **Addendum 1** **Addendum 2** **Addendum 3** **Addendum 4** **Addendum 5**

Addenda are not mailed but posted at www.kcdc.org. Click on “Doing Business With KCDC” and then on “Open Solicitations” to find addenda. Please check for addenda prior to submitting a bid.

Statistical Information

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

White ¹ **Black** ² **Native Americans** ³
Hispanic ⁴ **Asian/Pacific** ⁵ **Hasidic Jew** ⁶

As defined on KCDC’s webpage (see the “General Instructions to Vendors”), this business qualifies as being:

Small Business **Section 3** **Woman Owned**

Total Project Cost	\$
Warranty Information	

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

NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT OF ELIGIBILITY

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

CONFLICTS OF INTEREST CERTIFICATION

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

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Solicitation Document B Affidavits-Continued

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

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

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

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

THIS PAGE DOES NOT NEED TO BE RETURNED.

Solicitation Document C References

Provide references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.

One

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Two

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Three

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Certifications and Representations of Offerors

Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

(a) is, is not a **small business concern**. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a **women-owned small business concern**. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a **minority enterprise** which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



CAUTION!!

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

For more information go to: <http://www.state.tn.us/commerce/boards/bidders/index.html>

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

Do not put it inside the envelope.

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

THIS PAGE DOES NOT NEED TO BE RETURNED.

Bid/Contract Name	Painting Services at Guy B. Love Towers
Bid/Contract Number	Q1427
Bid Due Date/Time	02-28-14 at 11:00 a.m.

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

Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Masonry Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

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