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**Request for Proposals**

<b>Solicitation Name and Number</b>	Miscellaneous Maintenance Services Q2104
<b>Responses Must Arrive No Later Than</b>	11:00 a.m. on October 20, 2020 (as KCDC’s clocks indicate)
<b>Deliver Responses to:</b>	<a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a>
<b>Electronic Copies</b>	Proposers are to use the MS Word version (or other software) posted on KCDC’s website to provide a typed response. The final proposal is to be submitted in Adobe format.
<b>Solicitation Meeting</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
<b>Solicitation Meeting Date and Time</b>	October 8, 2020 at 1:00 p.m.
<b>Solicitation Meeting Connection</b>	Email KCDC at <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> for the web link.
<b>Questions About This Solicitation</b>	<b>KCDC will not accept questions via telephone.</b> Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on October 15, 2020.
<b>Solicitation Opening</b>	Since this is a proposal, only the names of those firms submitting proposals will be posted to KCDC’s webpage. Once an award recommendation is made, all information may be reviewed.
<b>Award Results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC’s webpage (<a href="https://www.kcdc.org/procurement/">https://www.kcdc.org/procurement/</a>) for addenda and changes before submitting your response</b>	



## General Information

### 1. Definitions

- a. "Requirements Contact" is a standing arrangement between KCDC and a supplier in which prices and terms are decided and in which during the duration, KCDC may call on the supplier to deliver goods or services (or both) under the terms and at the agreed to pricing.
- b. "Project Manager" refers to KCDC's staff person overseeing an approved project. Typically this will be a Senior Asset Manager but may also be other employees.
- c. "Senior Asset Manager" is the manager of one or more KCDC properties. He or she may delegate the administration of this work to an "Asset Manager" or "Maintenance" employee. In any case, the Senior Asset Manager or designee will request work as needs arise.
- d. "Supplier" is inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."

### 2. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC wants one or more suppliers "under contract" to provide miscellaneous maintenance services for its various locations as needs arise. This will be on an "as needed" basis thus the intent of this specification is to arrive at an agreed to price for such services so that the successful supplier(s) can be easily and quickly engaged to perform the services as needed.
- c. If KCDC awards to multiple suppliers, when a job is expected to reach \$3,000 in value, KCDC staff will contact all awarded suppliers for a specific quote for the work (based on the awarded cost terms). KCDC goes reserve the right to move forward with any one supplier if its best interests are served.
- d. If KCDC awards to multiple suppliers, provided that costs, supplier expertise, work quality and completion timelines are equal, KCDC staff will endeavor to alternate work between the awarded suppliers.
- e. Generally, KCDC separately solicits projects exceeding \$25,000 but reserves the right to not do so.

- f. KCDC requires the supplier(s) to reach out to small business, minority owned businesses and women owned businesses as possible subcontractors if subcontracting services are needed.
- g. The awarded supplier(s) shall have sufficient resources to be able to respond to more than one job at any given time.
- h. The supplier(s) may perform tasks such as (this is not an all-inclusive list):
  - Asphalt patching
  - Bush Hogging
  - Cabinets and countertop installation/repair
  - Ceiling installation and repairs to drop ceilings
  - Cement finishing
  - Concrete services (sidewalks, curbs, aprons, ramps, et cetera)
  - Construct walls and trim work
  - Disaster recovery services
  - Drywall work
  - Electrical work (minor)
  - Fence repair/installation/removal (chain link, vinyl and wrought iron)
  - Flooring installation and repair
  - Glass work
  - Hanging doors
  - Installing Locks
  - Masonry work
  - Miscellaneous minor construction projects
  - Placing insulation
  - Plastering
  - Plumbing (minor)
  - Roof repairs (incidental/minor)
  - Re-build apartments damaged by fire
  - Welding Services (miscellaneous services-no fabrication).

### 3. **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 or reject and negotiate these charges.

### 4. **Codes and Ordinances**

All work covered 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.

5. **Contact Policy**

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

6. **Contract Length**

The length of the contract will be for twelve months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request.

7. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

8. **Evaluation**

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid/proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests. KCDC further reserves the right to make adjustments to its evaluation scenario if they are in KCDC’s best interest and consistent with good business practices.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award.
- e. KCDC’s Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- f. KCDC score and award to the best overall supplier(s) on the following evaluation scale:

Factors	Maximum Points
Supplier experience/reference	20
Supplier’s capacity (Staff size, equipment, financials, subcontractors to be used, et cetera)	30
Cost	50
Total	100

**9. General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and 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.” These paragraphs in the “General Instructions” document ***do not*** apply to this solicitation: None.

**10. Insurance**

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org) detailing any requested changes before this solicitation’s due date.

**11. Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC pays by electronic transfer (ACH). Supplier’s accounts receivable staff must use KCDC’s Supplier Portal to ascertain payments made and to which invoices they apply.

Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, should consider whether or not to submit a response to this solicitation.

- d. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
  - Bill each specific site for work performed or goods delivered.
  - Create separate invoices for Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP showing them as the "Owner" or "Bill To" entity.
- e. Invoices must:
  - Be numbered
  - List a date on them that is after the work is completed or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Show the supplier's name and address

## 12. Licenses

- a. Suppliers must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the supplier shall maintain the required licenses.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee's "Contractor Licensing Act of 1994." The supplier must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. For your convenience, an envelope coversheet is provided at the end of this document. Use it to supply the required information.
- c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the overall award is expected to exceed \$25,000. 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 notice from the State and irrespective of the status of this solicitation.
  - BC
  - BC-B
  - BC-b(sm)
  - The electrical, plumbing and HVAC portions may be subcontracted.
  - In lieu of the commercial classification, it may be possible for a supplier having a combination of several building categories to cover 60% of the total work (see below):

- BC-2 (Carpentry)
- BC-3 (Drywall)
- BC-4 (Floor Covering)
- BC-6 (Glass, Window and Door)
- BC-8 (Lathe, Plaster, Stucco and Aluminum Siding)
- BC-15 (Tile, Terrazzo and Marble)
- BC-19 (Concrete)

This would require proper documentation.

**13. Price Structure at Renewals**

- a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the agreed to price. The supplier(s) must provide proof of increased Producer Price Index (Knoxville) to the Procurement Division.
- b. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation 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.
- c. KCDC does not pay fuel surcharges.
- d. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. However KCDC reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.
- e. Suppliers may lower prices at any time with or without notice

**14. 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. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the sites 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 will not relieve the supplier of any obligation to perform as specified herein.
- d. By submitting a response to this solicitation, each supplier is certifying that they have read the solicitation, all appendices and addenda.

**15. Responsibilities**

At no expense to KCDC, the supplier(s) will:

- a. Provide quality control for all services provided.
- b. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- c. Perform work without unnecessarily interfering with the activities of KCDC, residents or other suppliers.

**16. Safety/OSHA Guideline Compliance**

- a. Staff and public safety are of prime concern to KCDC. All costs are the supplier's responsibility.
- b. Supplier(s) shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier(s) 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.
- e. The supplier(s) will protect all buildings, appurtenances and furnishings from damage. The supplier(s) shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier(s) shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.
- g. Safety Data Sheets (SDS) for each item must be left when the items are installed. Suppliers must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.



### 17. Section 3 of the HUD Act of 1968

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods.

Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

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

The successful supplier will give KCDC job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be emailed to [windie.wilson@knoxcac.org](mailto:windie.wilson@knoxcac.org) or faxed to 544-5269.

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
  1. Is at least 51% owned by a Section 3 resident; or

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

#### 18. **Security**

The successful supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel or tools.

#### 19. **Smoke Free Policy**

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
- No smoking on KCDC's property
  - No e-vape or similar usage on owner's property
  - The Smoke Free policy applies in personal or corporate vehicles on KCDC's property
- b. Applicable definitions include:
- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
  - "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
  - Property means all buildings, parking lots, streets, structures and **land** owned by owners. Should Your staff be observed violating these requirements, KCDC's Procurement Division will notify the you about the problem. Should there be recurrences, KCDC may ask the you to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your award.

#### 20. **Solicitation Requirements**

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

## 21. **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 the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage. To access the additional information, go to (<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. Supplier shall be responsible for all work, remediation, repair, and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm water and Street Ordinances. The supplier shall be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

## 22. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the general federal government, HUD's nor the State of Tennessee's debarment lists.
- d. Not be changed without owner's permission.

## 23. **Utilities**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for suppliers because the residents pay their own utility bills. In such cases, the supplier 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 suppliers as long as they are currently available at the area.

**24. 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.

**Work Description and Administrative Requirements**

**25. Introduction**

- a. This solicitation covers a wide range of services for KCDC's 3,600 apartments plus offices and other buildings. This requires our suppliers to have (or to be able to obtain) wide ranging capabilities in order to cover all of KCDC's needs. The awarded supplier(s) will be under contract to provide these services, as they are needed and at the pre-determined cost structure.
- b. During 2019 the average "job" under this award cost \$1,572.
- c. During 2019, KCDC paid approximately \$470,021 in total for these type services. This figure does not guarantee similar expenditures in the future but simply provides past historical data for the supplier's consideration.

**26. After Hours Work**

The supplier may be required to perform work during KCDC's non-working hours or on weekends or holidays. The requestor or designated representative must approve all repairs including afterhours work. The supplier shall invoice at the rate of time-and-a-half based on the regular hourly labor rates.

**27. Commencement and Completion of Work**

The supplier shall commence on-site work no later than seven working days after the date of authorization of the work. Emergency work, if specified in the authorization, shall commence within 24 hours after authorization. Verbal authorization by the Purchasing Director is sufficient for assignment of emergency work. Repeated failure to meet estimated start and/or completion dates shall result in termination of the contract.

**28. Concrete Work**

a. General

KCDC will pay attention to finishing and curing, as should the supplier. Concrete that is not properly finished and/or cured will not be accepted. Therefore, the supplier will:

1. When finishing concrete, ensure that the surface is not finished until after the bleed water has risen. Do not "Bless" the concrete when finishing. Both of these practices will all but guarantee surface failures.
2. Use two applications of curing compound and the surface should appear uniform in color. If the concrete appears splotchy, not enough compound has been applied.

3. In the process of removal and replacement of existing concrete and/or installation of new concrete, tree root growing under the existing concrete are often encountered and must be removed. Saw cutting the tree root to provide a clean severance from the main tree root system will be used to remove root(s) that are impeding the installation of the replacement concrete work or new concrete work.

The voids, if any, left under the area after the root(s) have been removed will be filled and compacted using Crusher Run (CR-6). The cost of saw cutting and removal of the tree root(s) will be incidental to the various concrete pay item(s).

4. The supplier shall furnish all labor, materials and equipment to place, finish, protect and cure fresh concrete. Methods and materials shall conform to state and local building code requirements in particular those requirements referenced in the BOCA Code including American Concrete Institute (ACI), Portland Cement Association (PCA), American Society of Testing and Materials (ASTM) and other references.

b. Concrete Curb and Gutter

Furnish all labor, materials and equipment to install new curb and gutter per standard specifications. Dispose off-site all excavated materials. The supplier shall provide the work necessary to ensure all materials adjacent to the new construction edges shall be neat and conform to the type materials existing prior to construction.

c. French Drain

Furnish all labor, materials and equipment to install new French Drains and remove and dispose off-site all unused excavated materials. The supplier shall be responsible to ensure that French Drains are constructed in such a way that adequate 21-A stone bedding and compaction is provided. French Drains shall be bedded in at least twelve inches of No. 57 stone with the stone and drain completely incased in an acceptable geotextile fabric. The supplier shall provide the necessary work to ensure all materials adjacent to new construction edges shall be neat and conform to the type materials existing prior to construction.

d. PVC Pipe Drains Installation

1. The unit price per linear foot for "Installing three inch PVC Pipe Drains" shall include new installation, removal and disposal of existing damaged drain, excavation, furnishing and placing all materials, backfilling with shredded topsoil, tamping, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item.
2. This pipe shall meet ASTM Specifications Crushing Strength C 4 –55 and Tensile Strength Designation D838 – 527.
3. Supplier is responsible to connect functional and non-functional rain leaders, property drains, et cetera through curb. Additional pipe or drain holes through curb may be directed.

e. New Sidewalks

Furnish all labor, materials and equipment to excavate for installation of new sidewalks. Supplier shall provide an acceptable "base" in accordance with good engineering and construction practices and as approved by KCDC. The supplier shall dispose of any excess excavation materials.

f. Remove and Replace Sidewalks

Furnish all labor, materials and equipment to remove and dispose off-site, designated existing sidewalks and replace with new four-inch thick concrete sidewalk. The concrete mix for new sidewalk shall be a 3,500 pound mix with 6% air entrainment. New sidewalks shall be 6 x 6 x10/10 welded wire mesh installed, with five-foot expansion joints and broom finish with curing compound. After removal of existing sidewalk, the supplier shall take the necessary steps to ensure the new concrete will rest on acceptable compacted base material as approved by KCDC.

The supplier shall provide the work necessary to ensure all materials adjacent to the new work edges shall be neat and conform to the type of materials existing prior to construction. Minor furnishing and grading of topsoil with seeding and mulching is typically necessary for conformance with existing conditions.

g. Steps

Primarily this is for the repair/replacement of existing steps which are in a deteriorated condition. When so directed, the successful supplier will repair/replace the steps in a manner consistent with the original set of steps.

On occasion, the successful supplier will be required to construct entirely new steps where none exist. In such cases, the successful supplier will meet all applicable codes. 3,500 PSI concrete shall be used. Sleeves for handrails shall be installed.

**29. Confined Space**

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

**30. Demolition and Debris Removal**

The supplier shall remove all debris from the site and clean affected work areas. Supplier shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by KCDC shall remove such debris and materials from KCDC property. The supplier shall leave all affected areas as they were prior to beginning work.

**31. Emergencies**

KCDC has the option of declaring any needed work to be an emergency. Once the supplier has been notified that there is an emergency, work shall commence within twenty-four hours of authorization and the work shall proceed diligently until all work is completed.

If the supplier fails to respond within twenty- four hours, KCDC has the option of hiring another supplier to do the work and bill the supplier the difference in cost.

### **32. Equipment**

The supplier is responsible for having or acquiring all standard equipment necessary to perform under this agreement. KCDC shall not reimburse for any standard equipment rental.

### **33. Estimates**

- a. The supplier may be required to visit the potential job-sites and submit accurate quotations (based on the award rates) before the work is authorized.
- b. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the approved rates.
- c. Request for quotes, will typically be emailed to the supplier(s).
- d. The supplier must provide quotations within five business days of request.
- e. A list of proposed subcontractors (if any) will accompany quotes.
- f. Formal written quotes are not required for job below \$1,000. Instead, the supplier will simply email the Senior Asset Manager the cost.
- g. For projects above \$3,000 the supplier will visit the site and provide a formal quote.
- h. As references above, "Quotes" mean a not to exceed cost for each job. Unless KCDC authorizes additional work or approves changes for unforeseen conditions, the estimate (based on the awarded rates) will not be exceeded.

### **34. Hazardous Materials And Chemicals**

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

### **35. Inspection and Acceptance**

KCDC staff will inspect all work before signing "punch lists" and before processing invoices for payment. Punch lists, once signed, officially accept the work and authorizes payment.

**36. Materials and Workmanship**

- a. All materials and equipment furnished shall be new and best quality.
- b. All materials and equipment provided shall conform to the regulations of the entities having jurisdiction.
- c. Supplier shall furnish material samples for approval if desired by KCDC.
- d. Work shall be accurate, professionally finished and subject to KCDC's approval prior to payment authorization.
- e. The successful supplier(s) may be required to establish a mock up unit for larger projects. Once completed, KCDC will examine the mock up unit. Once approved, work may then begin on the other units.
- f. KCDC reserves the right to specify the materials to be utilized on specific jobs. KCDC must approve substitutions.

**37. Mobilization**

- a. Mobilization (if required) will be paid once for assignment regardless of the scope of work.
- b. Work in one area or on a one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the supplier shall be paid for one mobilization.
- c. Work, at least one mile away from the last work area that requires the supplier's crew to break down the equipment, relocate, and reset at the new work is considered to be a new job and the supplier shall be paid for another mobilization.
- d. The pricing page for this solicitation provides a space for suppliers to submit two mobilization charges. The supplier also inserts the dollar range for each price.

**38. Permits**

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

**39. Project Service Tickets**

- a. The supplier shall leave (or email) Service Tickets (KCDC will provide the form) for all work performed. Each project requires individual Service Tickets that shall detail labor, material utilized, rental equipment, and subcontractors utilized. The Service Tickets are submitted to the Project Manager or his designated representative at the completion of each workday.
- b. Service tickets must include the following:



1. Facility name
2. Equipment name and id number
3. Personnel name, labor classification, and hours worked
4. Materials used
5. A detailed description of work performed.

40. **Property Damage**

Should the supplier cause any damage to KCDC property, the supplier must notify the Project Manager immediately and make repairs to the satisfaction of KCDC, at no cost to KCDC. However, KCDC may elect to make repairs or replacement of damaged property and deduct the cost of such repairs from monies due, or to become due the supplier.

41. **Renovation, Repair and Painting Rule**

- a. 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 such sites, 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.
- b. Not all of KCDC's sites are subject to RRP rules since some of KCDC's sites were built after 1978, some sites have been remediated and some sites are exempt. However, some of KCDC's sites may have lead paint issues and the supplier must be prepared to deal with these sites. Accordingly, as a site requests service, the supplier must inquire with each order as to the lead based paint status of the site requesting the work.
- c. If KCDC awards to a sufficient number of suppliers, this may not be required for each awardee.
- d. Additional information is at:
  1. HUD's website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp)
  2. State of Tennessee's website:  
<https://www.tn.gov/environment/toxic-substances-program/lead-hazard-program/lead-compliance.html>
- e. Some of KCDC's sites have asbestos containing materials. KCDC will advise the supplier when work and if is to be done in such areas. Suppliers must either have asbestos training/certifications or have ready access to an asbestos abatement company.

#### 42. **Roof Protection**

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

#### 43. **Warranty**

The supplier expressly represents, warrants and agrees that all goods, equipment, machinery, materials, services, or work provided or performed on or off KCDC, under this contract will:

- a. Conform in all respects to KCDC's specifications, drawings, requirements, or other descriptions.
- b. Be fit for the purpose or purposes of intended use.
- c. Conform to all applicable local, state, and federal laws and regulations.
- d. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
- e. If said equipment, material, service, or work is found to be defective in workmanship, materials or design, fails or is found to be nonconforming with the terms and conditions of this contract within twelve months after the date of acceptance, it shall, at KCDC's option, be repaired or replaced at the KCDC location by the supplier at absolutely no cost to KCDC.
- f. All items delivered or supplied hereunder shall be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the supplier shall supply KCDC with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.
- g. The warranty period shall begin upon final acceptance of the work.
- h. Warranties must indicate:
  - The site that the work occurred at
  - The area (apartment, floor, wing, et cetera)
  - A description of the work performed
  - The date the warranty commences

44. **Submittal Instructions**


a. Submit your information in the order indicated below:

<b>Document Number</b>	<b>Title</b>
Solicitation Document A	General Information about the Supplier
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Business Capabilities
Solicitation Document E	References
Solicitation Document F	Cost Proposal

b. Place your company's name on each page and number all pages consecutively









[This and the Previous Pages Do Not Need to be Returned](#)

**Solicitation Document A General Information about the Supplier**

**Sign Your Name to the Right of the Arrow** 

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to “KCDC’s General Instructions to Suppliers” ([www.kcdc.org](http://www.kcdc.org)) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers’ representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

<b>Printed Name and Title</b> 	
<b>Company Name</b> 	
<b>Street Address</b> 	
<b>City/State/Zip</b> 	
<b>Contact Person (Please Print Clearly)</b> 	
<b>Telephone Number</b> 	
<b>Cell Number</b> 	
<b>Supplier’s E-Mail Address (Please Print Clearly)</b> 	

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and then on “Open Solicitations” to find addenda. Please check for addenda prior to submitting a proposal.

**Acknowledge addenda have been issued by checking below as appropriate:**

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information (Check all the apply)**

<b>This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

<b>This business qualifies as a small business by the State of Tennessee</b> <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

<b>This business qualifies as Section 3 business (as defined by HUD):</b> <i>51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30% or more of its workforce or commits to subcontract at least 25% of the project’s dollars to a Section 3 business.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native Americans <input type="checkbox"/>	White <input type="checkbox"/>
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**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  No  For a fee of \_\_\_\_\_

**Insurance**

I have reviewed the insurance requirements and will comply with them without exception. Yes  No

**Conflict of Interest**

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

**Drug Free Workplace Requirements**

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

**Eligibility**

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

**General**

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

**Iran Divestment Act**

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

**Accuracy of Electronic Copies**

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

**Non-Collusion**

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

**No Contact/No Advocacy Affidavit**

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

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

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

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

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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.

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

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

(Check the block applicable to you)

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



**9. Certification of Eligibility Under the Davis-Bacon Act**

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

**(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:**

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

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

**(Signature and Date)** \_\_\_\_\_

**(Typed or Printed Name)** \_\_\_\_\_

**(Title)** \_\_\_\_\_

**(Company Name)** \_\_\_\_\_

**(Company Address)** \_\_\_\_\_

**Solicitation Document D Business Capabilities**

Use this section of your response to detail your company’s qualifications. Include:

1. An introduction of not more than four paragraphs that includes an explanation of why KCDC should partner with you.
2. A narrative of the supplier’s history.
3. The names of key personnel who will be involved in this project and indicate titles and roles.











**4. General Business Information**

Years in business	
Years in business under this name	
Years performing this type of work	
Value of work now under award	
Value of work in place last year	
Number of clients	
Would this award make KCDC your largest client?	
Percentage (%) of work usually self-performed (not sub contracted)	
What company do you use for pre-employment criminal background checks?	
What percentage of your equipment do you replace each year?	
Has your company:	
Failed to complete an award?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against supplier?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**5. Safety**

Have you had any OSHA fines within the last three (3) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered <b>YES</b> to either of the above questions, you <b>MUST</b> submit, on a separate sheet, the details describing the circumstances surrounding each incident.	

**6. Staff Size and Composition**

Area	Fulltime	Part Time
Clerical 		
Management 		
Laborers 		
Carpenters 		
Painters 		
Electricians 		
Plumbers 		
HVAC 		
Other 		
<b>Total Employees working for your company</b> 		

**7. Response Time**

Item	Hours
For giving quotes	
For starting work once a purchase order is issued	

**8. Major Equipment Owned**

Item/Group	Number Owned
Backhoes	
Bobcats	
Bulldozers	
Ditchers	
Large trucks	
Pickup trucks/vans	
Trackhoes	
Other:	
Other:	
Other:	

9. **Subcontractors that may be used (if applicable)**

Name	Service Provided	Small Business	Woman Owned	Minority Owned
Company 1:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 2:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 3:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 4:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 5:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 6:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 7:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 8:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 9:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 10:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

10. **Renovation, Repair and Painting Rule experience (i.e. Lead Based Paint certification).**

a. Include a copy of the certification (if any).

11. **Asbestos certifications (if any) and/or the subcontractor that you routinely utilize for this work**

a. Include a copy of the certification (if any).

## Solicitation Document E References

Part A: The proposal must include **five** specific references of similar accounts (PHAs or apartment complexes of a similar size and complexity are preferred). Present information in this format:

<b>Reference</b>	
<b>Contact Person</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Service Date Start</b>	
<b>Service Date End</b>	
<b>Description of Service Provided</b>	
<b>Number of apartments/buildings serviced</b>	

Part B: Notes to References

1. While you may have performed numerous services and/or may have had numerous contracts with an entity, each entity can only be one references. Thus, if you serviced Knox County under 10 separate awards, it is one reference.
2. Advise the listed references that KCDC may contact them via email or SurveyMonkey.

**Solicitation Document F Cost Proposal**

Item	Response
Profit	%
Overhead	%
Mobilization Fee Jobs Up To \$	\$ Each
Mobilization Fee Jobs Over \$	\$ Each
Laborer	\$ Per Hour
Carpenter	\$ Per Hour
Plumber	\$ Per Hour
HVAC	\$ Per Hour
Materials Mark Up	%

**Appendix 1 KCDC Sites**

<b>Site</b>	<b>Address</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
Autumn Landing Apartments	6331 Pleasant Ridge Road	James Pruitt	403-1422	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a>
Cagle Terrace	515 Renford Drive	Rhonda Harris	403-1310	<a href="mailto:rharris@kcdc.org">rharris@kcdc.org</a>
Cottages at Clifton Road	Clifton Road area	Tiara Webb	403-1420	<a href="mailto:twebb@kcdc.org">twebb@kcdc.org</a>
Eastport Residences I	McConnell Street	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Eastport Residences II	McConnell Street	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Five Points Multiplexes	McConnell Street	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Five Points Duplexes	McConnell Street	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Five Points Leasing Office/ Boys & Girls Club	Corner of Kenner Ave and McConnell Street	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Isabella Towers	1515 Isabella Circle	Sam Chambers	403-1340	<a href="mailto:schambers@kcdc.org">schambers@kcdc.org</a>
Lonsdale Homes	2020 Minnesota Avenue	Darlene Farmer	403-1350	<a href="mailto:dfarmer@kcdc.org">dfarmer@kcdc.org</a>
Love Towers	1171 Armstrong Avenue	Steve Ellis	403-1360	<a href="mailto:sellis@kcdc.org">sellis@kcdc.org</a>
Main Office	901 N. Broadway	Jack Canada	403-1371	<a href="mailto:jcanada@kcdc.org">jcanada@kcdc.org</a>
Mechanicsville Homes	Mechanicsville area	Darlene Farmer	403-1350	<a href="mailto:dfarmer@kcdc.org">dfarmer@kcdc.org</a>
Montgomery Village	4530 Joe Lewis Road	Linda Jeter	403-1380	<a href="mailto:ljeter@kcdc.org">ljeter@kcdc.org</a>
Nature's Cove Apartments	2639 Bakertown Road	James Pruitt	403-1422	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a>
North Ridge Crossing	712 Breda Drive	Adronicus Thomas	403-1320	<a href="mailto:athomas@kcdc.org">athomas@kcdc.org</a>
Northgate Terrace	4301 Whittle Springs Road	Terri Evans	403-1400	<a href="mailto:tevans@kcdc.org">tevans@kcdc.org</a>
Passport Property	University Avenue / Mechanicsville area	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Procurement Office Building	901 N. Broadway	Jack Canada	403-1371	<a href="mailto:jcanada@kcdc.org">jcanada@kcdc.org</a>
Residences at Five Points I	2061 Bethel Avenue	Kristie Toby	403-1390	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a>
Supportive Maintenance	302 East Anderson Avenue	Jack Canada	403-1371	<a href="mailto:jcanada@kcdc.org">jcanada@kcdc.org</a>
Valley Oaks	3504 Oak Branch Circle	Adronicus Thomas	403-1320	<a href="mailto:athomas@kcdc.org">athomas@kcdc.org</a>
Verandas	107 Flenniken Avenue	Linda Jeter	403-1380	<a href="mailto:ljeter@kcdc.org">ljeter@kcdc.org</a>
Vista	957 East Hill Avenue	Johnathan Romeo	403-1300	<a href="mailto:jromeo@kcdc.org">jromeo@kcdc.org</a>
Western Heights	1621 Jourolmon Avenue	Kim Clark	403-1420	<a href="mailto:kclark@kcdc.org">kclark@kcdc.org</a>

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**1. INSURANCE**

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

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

- a. **Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

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

- b. **Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards. Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

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

- d. **Other Insurance Requirements:**

- 1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
- 2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an



endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.

3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

**e. Certificate Holder and Owner Entities:**

The **Certificate Holder** shall be:

KCDC  
901 N Broadway  
Knoxville, TN 37917

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

KCDC, its officials, officers, employees, and volunteers

Eastport Development, LP	Five Points 4 LP	Vista at Summit Hill, LP
Five Points 1 LP	Bell Street LP	Montgomery Village Corporation
Five Points 2 LP	Lonsdale, LP	Cagle Terrace Corporation
Five Points 3 LP	North Ridge Crossing, LP	

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

- f. **Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- g. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, 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.

### Term Sheet - Insurance Requirements

<b>Certificate Holder</b>	KCDC 901 N Broadway Knoxville, TN 37917
<b>Additional Insureds (Owner Entities)</b> <i>(can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Bell Street LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation
<b>GL (Supplier &amp; Subcontractors)</b>	\$1M / \$2M
<b>Auto (Supplier &amp; Subcontractors)</b>	\$1M (owned, hired, & non-owned)
<b>WC &amp; Employers Liability (Supplier &amp; Subcontractors)</b>	statutory limits
<b>30-day cancellation (Supplier &amp; Subcontractors)</b>	Required– must indicate on COI
<b>Primary non-contributory (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI
<b>Waiver of Subrogation (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI

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**Appendix 2 Envelope Coversheet**



State Law requires certain state license information on the front of your envelope. You are responsible for providing the correct information on the envelope front but KCDC provided this form to guide you. Failure to supply this information may invalidate your submittal. **Attach this completed page to the front of your envelope.**

<b>Due Date/Time</b>	10-20-20 at 11:00 a.m.		
<b>State of Tennessee License Holder Name</b>			
<b>State of Tennessee License Number</b>			
<b>Pertinent State of Tennessee License Classification</b>			
<b>State of Tennessee License Expiration Date</b>			
<b>Subcontractors to be used on this project (If subcontract work is not required, write "none required")</b>			
<b>Electrical Subcontractor Name on the State of Tennessee's License</b>		<b>State of Tennessee License Number</b>	
<b>State of Tennessee License Classification(s)</b>		<b>Expiration Date of State License</b>	
<b>HVAC Subcontractor Name on the State of Tennessee's License</b>		<b>State of Tennessee License Number</b>	
<b>State of Tennessee License Classification(s)</b>		<b>Expiration Date of State License</b>	
<b>Masonry Subcontractor Name on the State of Tennessee's License</b>		<b>State of Tennessee License Number</b>	
<b>State of Tennessee License Classification(s)</b>		<b>Expiration Date of State License</b>	
<b>Plumbing Subcontractor Name on the State of Tennessee's License</b>		<b>State of Tennessee License Number</b>	
<b>State of Tennessee License Classification(s)</b>		<b>Expiration Date of State License</b>	

**Advisements:**

1. KCDC will not consider notes changing the submittal written on the envelope.
2. For the listed subcontractor types above, you may only list one firm.
3. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>