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Request for Proposals

Solicitation name and number	Temporary Employment Services Q2208
Upload responses by	2:00 p.m. on June 8, 2022 (as KCDC's clocks show)
Upload your responses (as one document) to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions about this solicitation	KCDC will not accept questions via telephone. Submit questions on KCDC's webpage by 6:00 p.m. on June 3, 2022.
Proposal opening	This solicitation will not have a public opening since it is a proposal but the award results will be made available as noted below.
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/.
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes twenty sites with approximately 3,525 dwelling units.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- c. KCDC has a regular employee base of approximately 147 persons. From time to time, KCDC requires temporary workers to perform additional or supplemental clerical, labor and other functions.
- d. This solicitation's purpose is to obtain fixed price proposals from suppliers to provide temporary contracted employment services for various KCDC departments and divisions on an as needed basis with as wide a range of works as possible. In addition to traditional "temp services," KCDC will entertain proposals from recognized apprenticeship programs and from those wishing to supply unskilled/general labor on an as needed basis.
- e. Suppliers do not have to propose on all types of labor and can simply indicate the specialties they wish to propose.
- e. KCDC reserves the right to award up to approximately five proposers.
- f. The length of staffing assignments will vary. Assignments may range from one day to a few months. KCDC does not guarantee any minimum amount.
- g. See the Description of Work section for the technical details.

2. Changes after Award

It is possible that after award KCDC will need to revise the requirements specified herein. 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. Generally, such changes will not be of a "cardinal" nature.

3. 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.

4. COVID-19/Pandemic Special Requirements

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and must follow any applicable federal, state and local guidance.

5. Employees

Supplier will:

- a. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC’s staff can communicate effectively with them.
- b. Ensure that employees wear their company uniform and have their photo identification displayed while on site.

6. Entrance to Sites

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

7. Evaluation

- a. KCDC alone determines (using the National Institute of Governmental Procurement’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process including references and business ability 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.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in-person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.
- e. KCDC plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points
Adequacy and Availability for Temporary Staff Placements	30
Cost	30
Credentials/Business Qualifications	30
Related Experience	10
Total	100

8. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions.

The supplier's submittal means acceptance of the terms and conditions found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 15, 18, 43, 44a, 44b, 44d, 57, 69.

9. Insurance

- a. See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the proposal.
- b. Note that KCDC's Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).

10. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to occur nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC pays by electronic transfer (ACH) only. Supplier's accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Supplier's may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- d. Invoices must:
 - Be numbered
 - List a date on them that is after the work is complete or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
 - Reference the proposal number
- e. Email invoices to apadmin@kcdc.org. Do not send invoices through the United States Postal Service.

11. Length of Award

The contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

12. Price Structure

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Such proof will be CPI, PPI or other similar documentation acceptable to KCDC. KCDC will decide whether to accept a price increase. If KCDC accepts the price increase, KCDC countersigns the request and returns a copy to the supplier. If KCDC rejects the price increase, the supplier may:

1. Continue with the existing pricing.
2. Suggest an alternative price increase.
3. End the award.

- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

13. Smoke Free Policy

- a. KCDC’s Smoke Free policy is applicable to you, your employees and subcontractors. There is no smoking on KCDC’s property including 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 that creates an aerosol or vapor, in any manner or 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 KCDC.
- c. Should the supplier’s staff be observed violating these requirements, KCDC’s Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

14. Submittal Instructions

Upload your information in the order indicated below but as one document:

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Experience & Qualifications
Solicitation Document E	Adequacy & Availability of Temporary Staffing Placements
Solicitation Document F	References
Solicitation Document G	Cost Proposal
Appendix 1 Insurance	Insurance Certification Page

Description of Work

15. Introduction

Periodically, KCDC departments and divisions have needs for a variety of temporary workers and for laborers for short- and longer-term assignments. Needs vary from accounting, general data entry, maintenance to general labor needs.

16. Absences, Dismissals and Lack of Qualifications

- a. Supplier shall provide a properly qualified temporary worker as soon as possible for any temporary worker who has reported absent at the beginning of the shift if desired by KCDC.
- b. If KCDC determines the temporary worker does not meet the qualifications of the position description placed, KCDC reserves the right to negotiate a lesser rate and/or discontinue the temporary assignment.
- c. KCDC reserves the right to refuse/dismiss any temporary worker at any time with or without notice.

17. Assignments

- a. The supplier shall not solicit KCDC employees to hire temporary workers or review temporary worker's information unless it was first requested by KCDC Human Resources staff or KCDC hiring supervisor.
- b. All temporary workers shall be on site at the time requested in proper attire for the work assignment. If temporary workers do not report to work on time or in appropriate attire, as detailed herein, KCDC reserves the right to request different temporary workers or to cancel the placement.

18. Background and Screening Services

- a. Prior to being placed with KCDC, all temporary workers shall undergo a background screening provided by the supplier. The screening includes eligibility to work in the United States and verification of their work history and criminal background check. Temporary workers also must undergo a 10-panel urine drug test and breath alcohol testing.
- b. The supplier must notify KCDC of any confirmed felony convictions (within 10 years) associated with the temporary worker prior to providing temporary leased workers.
- c. The supplier shall supply KCDC's Human Resources Department with the full name of the temporary worker and a brief work history prior to placement for internal review.

19. Communication Skills

Unless otherwise requested, all temporary workers must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description.

20. Confidentiality

- a. The supplier acknowledges and understands that its workers may have access to proprietary, business information or other confidential information belonging to KCDC. Therefore, except as required by law, the supplier agrees that its workers will not:

- b. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this solicitation.
- c. Access or attempt to access information beyond their stated authorization.
- d. Disclose to any other person or allow any other person access to any information related to KCDC or any of its facilities or any other user of this solicitation that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- e. The supplier understands that KCDC or others may suffer irreparable harm by disclosure of proprietary or confidential information and that KCDC may seek legal remedies available to it should such disclosure occur. Further, the supplier understands that violations of this provision may result in award termination.
- f. The supplier further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this solicitation, and will not be divulged without KCDC's written consent and then only in strict accordance with prevailing laws. The supplier shall hold all information provided by the supplier as proprietary, confidential and shall make no unauthorized reproduction or distribution of such material.

21. Courtesy and Cordiality towards All Others

Temporary workers shall be respectful of all people with whom they interact, including KCDC employees and customers. KCDC reserves the right to reject any temporary workers that do not exhibit courtesy and cordiality towards all individuals with which they may come in contact.

22. Dress Codes

Dress for all temporary workers will be appropriate for the work assignment.

- a. Business Casual Attire is appropriate for clerical workers. Business casual means clothes that are professional and comfortable, including but not limited to dress slacks, khaki pants, polo shirts with a collar, sport coats, blouses and sweaters.
- b. The clothes will be neat, clean and without holes.
- c. Refusal to wear KCDC provided personal protective equipment (PPE) in situations requiring such protection, will result in temporary workers being dismissed or refused.

23. Driver's Licenses

Certain positions may require valid State of Tennessee driver's licenses.

24. DMV Check

If driving is a requirement of a position, KCDC will require a Department of Motor Vehicle check before the temporary worker begins work. The supplier will bear the cost of this service. KCDC may request a copy of the DMV report.

25. Employed by the Supplier

The supplier shall employ all temporary workers. The supplier shall be responsible for all payroll taxes, worker's compensation, insurance and other federal and state requirements for temporary workers. KCDC is not the employer.

26. FSLA

KCDC will not be considered a joint employer of the supplier's temporary workers. Furthermore, KCDC will not be liable for violations of the Fair Labor Standards Act (FLSA). Specifically, the supplier shall:

- a. Determine the FLSA status (exempt or non-exempt) status of their employees.
- b. Keep track of the total hours its workers work, for all employers, in each workweek.
- c. Compute and pay its worker's wages, including overtime and benefits.
- d. Maintain FLSA required records for its workers.

27. Independent Status

- a. The parties to this solicitation are independent suppliers. Nothing in this solicitation shall be deemed to create relationships beyond that of independent suppliers. Nothing contained in this award shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or co-venture between KCDC and the supplier, between KCDC and any employee of the supplier, or between the supplier and any KCDC employee.
- b. KCDC shall have no right to control or direct the details, manner or means by which the supplier performs the services or other requirements of this contract except to require compliance with such requirements, and the supplier, similarly, shall have no control over or management authority with respect to KCDC or its operations.

28. Interviews

Depending on the length or type of assignment, resumes and interviews may be requested. KCDC reserves the right to reject any temporary workers for any reason.

29. Job Placement Assurance

- a. The supplier shall provide the appropriate contact person, phone numbers and email address, which KCDC can call to make requests.
- b. The supplier shall assure a suitable placement to a job order within a reasonable amount of time.

30. No Trespass List

KCDC maintains a No Trespass List. KCDC must verify that all temporary workers are not on the "No Trespass List" prior to reporting to the worksite.

31. Refusal

KCDC has the right at any time to refuse or determine unacceptable any temporary workers assigned by the supplier. Once refused, temporary workers shall be immediately removed, and prompt arrangements made for a suitable replacement.

32. Removal of Supplier's Workers

Supplier agrees to utilize only experienced responsible and capable temporary workers in the performance of the work. KCDC may require the supplier to remove from the job covered by this solicitation, workers who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of KCDC.

33. Timecards

The supplier shall provide all temporary workers with timecards or other appropriate timekeeping methods. Hours worked will be approved by a KCDC supervisor prior to being billed. KCDC will pay only for actual hours worked at the designated KCDC location. KCDC will not pay other expenses or allowances unless so indicated in the proposal and approved by KCDC. The supplier shall train the temporary workers on their process of timekeeping. Each proposal shall include an example and/or template of timekeeping methods for KCDC's review and approval.

34. Transportation

The temporary worker must provide their own transportation to and from the required locations.

35. Security

If a temporary worker is assigned any access keys, fobs, badges or other tangible items during the assignment, those must be returned, or the temporary agency must reimburse KCDC for the expense of the replacement items.

36. Supplier Responsibilities

The supplier will:

- a. Provide replacement workers within a timely fashion after notification when KCDC determines a temporary worker is not acceptable. KCDC reserves the right to reject or to have replaced any temporary workers judged deficient by the ordering department/division.
- b. Ensure that temporary workers assigned are in good health, proper physical condition and free from the influence of altering drugs, medicine, alcohol, et cetera.
- c. Ensure that all temporary workers can fulfill the physical requirements of the job. This includes but is not limited to lifting requirements.
- d. Ensure all temporary workers report to work at the specified facility at the scheduled time and in the proper attire.
- e. Understand that each temporary worker shall receive one thirty-minute break per six-hour shift in accordance with Tennessee state regulations. This is unpaid and the supervisor determines the timing of the break. A one-hour unpaid lunch may be requested but its granting is not guaranteed.
- f. Understand that once assigned, the temporary workers shall complete the full assignment unless KCDC releases the temporary worker.
- g. Understand that assigned temporary workers will work the requested daily work hours for the time periods specified.

- h. Understand that the “Hourly Rate Billed to KCDC” will be straight time up to forty hours. The straight time rate shall be increased by a factor of 1.5 for each hour worked, during a single workweek, more than forty hours (overtime). The temporary worker must get permission from KCDC staff prior to working more than 40 hours in a single workweek.
- i. Understand that KCDC will not pay for holiday hours or for hours that the company or specific work location closes due to inclement weather, companywide meetings or any other reason.
- j. Understand the supplier is solely responsible for the provision of and payment for all workers’ compensation claims. KCDC does not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary worker may file. Such claims shall be the sole responsibility of the supplier.

37. Work Authorization

KCDC authorizes the following persons to request services from the selected supplier(s). Note that KCDC may add or remove persons from the list as its needs adjust. Each person listed below may further delete the authority to request temporary employees by so informing the supplier.

Title	Name	Phone	Email
Accounting Administrator	Randall Brown	865.403.1146 x1199	rbrown@kcdc.org
Deputy Director of Finance & Administration	Jim Barker	865.403.1100 x1132	jbarker@kcdc.org
Housing Operations Director	Kristie Toby	865.403.1106	ktoby@kcdc.org
Housing Operations Director	Jane Shrader	865.403.1100 x1143	jshrader@kcdc.org
Human Resources Director	Denise Roper	865.403.1321 x1110	droper@kcdc.org
Procurement Director	Terry McKee	865.403.1133 x1134	tmckee@kcdc.org
Regulatory & Housing Compliance Director	Kara Davis	865.403.1212	kdavis@kcdc.org
Senior Finance Director	Nancy White	865.403.1100 x1159	nwhite@kcdc.org
Senior Human Resources Analyst	Wendy McGlasson	865.403.1321 x1111	whamon@kcdc.org
Vice President of Rental Assistance	Matt Tillery	865.403.1234	mtillery@kcdc.org

38. Work Hours

Generally, KCDC employees work Monday through Friday from 7:30 a.m. until 4:00 p.m. There are occasional variances in this schedule. Workhours will be confirmed at placement but are subject to change as business needs require during assignment. Temporary workers will be notified in advance of any changes in work hours.

This and the previous pages do not need to be returned.

Solicitation Document A	General Information about the Supplier
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Note: Complete all cells even if the answer is "Does not apply"

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) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title

Legal Corporate Name

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone Number

Cell Number

Supplier's E-Mail Address (Please Print Clearly)

Addenda

Addenda are at 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 a box in each of the next four lines)

1. This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>							
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>							
3. This business is at least 51% owned and operated by a veteran	Yes <input type="checkbox"/> No <input type="checkbox"/>							
4. This business is owned & operated by persons at least 51% of the following ethnic background:								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">Asian/Pacific <input type="checkbox"/></td> <td style="width: 12.5%;">Black <input type="checkbox"/></td> <td style="width: 12.5%;">Hasidic Jew <input type="checkbox"/></td> <td style="width: 12.5%;">Hispanic <input type="checkbox"/></td> <td style="width: 12.5%;">Native American <input type="checkbox"/></td> <td style="width: 12.5%;">White <input type="checkbox"/></td> <td style="width: 12.5%;">Publicly Owned <input type="checkbox"/></td> </tr> </table>	Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>		

Prompt Payment Discount Statement

A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.

Cooperative Procurement Statement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. 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.

General

- 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 solicitation 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.

Non-Boycott of Israel Affidavit

- 15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by		
Printed Name		
Title		

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 --

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

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

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

(Check the block applicable to you)

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

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)









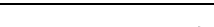
(Company Address)

Provide a brief narrative description of the organization submitting the proposal. Include these items in your narrative:

1. A brief overview of the company's history and operations
2. A brief description of company's ability to meet or exceed the requirements
3. Organization size
4. Years in business
5. A sample timesheet or access to a web portal for review
6. Description of your client follow-through process for finding a worker and follow through during the worker's assignment
7. Description of your methods for solving challenging staffing assignments/emergency requests
8. Description of how you prepare your workers for their assignments
9. Description of training opportunities offered to workers noting if training is required or not required. Indicate:
 - Confidentiality
 - Driver Safety
 - Drug Free Workplace
 - Harassment Prevention
 - OSHA Hazard Communications Standard Training
 - Safety
10. Description of programs in place to reward and retain workers
11. Description of customer satisfaction feedback mechanisms
12. Description of processes for evaluating the performance of your workers

Detail your company’s adequacy and availability of temporary staffing placements:

1. Explain the adequacy and availability of temporary worker placements by describing:
 - a. The process used to select and provide temporary workers once a request is received
 - b. Your company’s database of temporary workers from which requests are filled
 - c. The screening and testing process of temporary workers before assigning them to a position
 - d. The process to fill requests as quickly as possible
 - e. The average placement time (list by position)
2. Include other information to assist KCDC in the evaluation
3. Describe your company’s methods of sourcing, recruiting and assessing temporary workers by job class (i.e., clerical/administrative, technical, professional)
4. What methods do you use to establish local wage levels and how often are these levels reevaluated
5. Describe your company’s pre-employment requirements, including driver license verification, drug screening and background checks and the frequency of each
6. Describe the benefits you offer temporary workers
7. Describe the cost structure associated with the temporary workers to hire process. Note by position, if different. Can the structure change as part of a long-term contract.
8. Complete the following chart.

Area	Fulltime	Part Time
Supplier’s Clerical Staff 		
Supplier’s Administrative Staff 		
Number of Temporary Clerical Workers Available 		
Number of Temporary Custodial Laborers Available 		
Number of Temporary Skilled Laborers Available 		
Number of Temporary Manual Laborers Available 		
Number of Temporary Accountants Available 		
Number of Temporary Other Workers Available 		
Total Number of Temporary Workers Available 		

Provide three 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 completed multiple projects/jobs for them.

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Suppliers are to provide a price per hour range that KCDC will pay for the various types of services noted below. *Do not change KCDC’s pricing matrix. If a different matrix is desired, submit a question requesting the change.*

Type of Service		Hourly Cost Range Including all fees and charged to KCDC	
Clerical			
	% of Fee Paid to Employee	Minimum	Maximum
Receptionist	%	\$	\$
Administrative Assistant (experienced with some administration course work)	%	\$	\$
Executive Assistant (A.S. Degree preferred)	%	\$	\$
Accounting			
Accounting Technician (A.S. Degree preferred)	%	\$	\$
Accountant (B.S. degree preferred)	%	\$	\$
Manual Labor			
Custodian	%	\$	\$
Laborer	%	\$	\$
Skilled Laborer	%	\$	\$
Warehouse Worker	%	\$	\$
Apprentices			
Electrician	%	\$	\$
General	%	\$	\$
HVAC	%	\$	\$
Painter	%	\$	\$
Plumber	%	\$	\$
Other Positions			
Other (fill in description):	%	\$	\$
Other (fill in description):	%	\$	\$
Other (fill in description):	%	\$	\$
Other (fill in description):	%	\$	\$
Other (fill in description):	%	\$	\$
Other (fill in description):	%	\$	\$
Other Charges (if any)			
Other (fill in description):		\$	\$
Other (fill in description):		\$	\$
Other (fill in description):		\$	\$

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 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

*(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

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities) <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
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	statutory limits
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required – must indicate on COI

Insurance Agent's Statement and Certification:

I have reviewed these insurance requirements with the proposer named below and have told the proposer that the required coverage will be available and have advised the proposer of any additional costs that may come with the coverages.

Agency Name: _____

Authorizing Signature: _____

Agency Name: _____

Authorizing Signature: _____

Agency Name: _____

Authorizing Signature: _____

Proposer's Statement and Certification:

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I, and my subcontractors (if any) will comply with the insurance requirements herein.

Proposer's Name: _____

Authorizing Signature: _____

[Return this page with your proposal](#)