

Requests for Quotes

Exterior Painting Services at Passport Homes & Residences

Due Date: April 11, 2014

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

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

Quote Number: Q1431

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

Faxed/Emailed Responses are acceptable: Yes No

Site Tour: April 3, 2014 at 8:30 a.m. at 1402 University Avenue.

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.



General Instructions to Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville, Tennessee. KCDC's public housing property portfolio includes twenty-five housing properties at 12 different locations with 3,525 dwelling units. KCDC also oversees approximately 3,818 authorized Section 8 Vouchers and approximately 18 Redevelopment areas.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. KCDC owns the Passport Homes and Passport Residences (duplexes) in Knoxville, Tennessee and desires that a vendor paint the exteriors of these buildings as detailed below. The successful vendor will supply all labor and materials to complete this work. Due to budget constraints KCDC will have as many of the units repainted this year as possible but some units may be painted (under this contract) in the next fiscal year which begins on January 1, 2015

2. **CHANGES AFTER AWARD**

KCDC reserves the right to make changes after consultation with the vendor if its needs change. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor. KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

3. **CODES AND ORDINANCES**

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

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor shall:

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

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

6. **ENTRANCE TO KCDC SITES**

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

7. **EQUIPMENT:**

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

8. **EVALUTION:**

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

FACTORS	MAXIMUM POINTS
Cost	100
Total	100

All bids are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors. KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

9. **GENERAL INSTRUCTIONS**

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

10. **IDENTIFICATION**

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

11. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

- a. *Commercial General Liability Insurance:* occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this resulting contract or be no less than two times the occurrence limit. If necessary, umbrella liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Such insurance shall:
 1. Contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 2. For any claims related to this project, vendor's insurance coverage shall be primary insurance as respects KCDC, its officials, officers, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of vendor's insurance and shall not contribute with it.
- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident.
- c. *Workers' Compensation Insurance:* workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000.
- d. *Other Insurance Requirements:* Vendor shall:
 1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 3. Maintain such insurance from the time services commence until services are completed.

Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.

4. Require all subcontractors to maintain during the term of the resulting contract the same insurances detailed above. Vendor shall furnish subcontractors' certificates of insurance to KCDC without expense immediately upon request.
5. 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.
6. The insurer shall agree to waive all rights of subrogation against KCDC, its officials, officers, employees, and volunteers for losses arising from work performed by vendor for KCDC.
7. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.

12. **LIQUIDATED DAMAGES**

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

13. **LICENSING**

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

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

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

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

14. **MATERIALS AND WORKMANSHIP**

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

15. **MEASUREMENTS AND DRAWINGS**

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

16. **QUESTIONS**

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

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

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

18. **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.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement. Upon award, the successful vendor will be required to furnish a Section 3 Action Plan to memorialize what, if any, steps the vendor plans to take for Section 3 efforts.
- b. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865.544.5269.
- c. 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.

- d. A Section 3 business is one that is at least 51% owned by a Section 3 resident; or employs Section 3 residents for at least 30% of its employee base; or makes a commitment to subcontract at least 25% of the project's dollars to a Section 3 business.

19. **SECURITY**

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

20. **SITE EXAMINATION**

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

21. **STORAGE**

KCDC sites have very limited storage space for vendors to access. Accordingly, vendors are responsible for the storage of materials and their security. If possible, KCDC will allow vendors to use space but the safety and security of the items stored is solely the responsibility of the vendor.

22. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC

23. **UTILITIES**

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

- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for vendors as long as they are currently available at the area.
- c. The vendor must ascertain the availability of utilities for this work prior to submitting a quote.

24. **WAGE COMPLIANCE (DAVIS BACON)**

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

- a. This work is federally funded and “prevailing wage” requirements apply. The successful vendor will be required to submit certified payroll forms to document wages paid. These forms must accompany the invoice and be approved before payment will be authorized.
- b. KCDC personnel may conduct on-site interviews of the vendor’s employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- c. The minimum wage rates vary by the type of work being performed-not job titles assigned to your employees. If your employee predominately performs this work on the KCDC job, he or she must be paid at the rate below (or higher). If an additional classification is needed, contact the KCDC Purchasing Division.
- d. These requirements apply to all subcontractors that may be used by the successful vendor.
- e. The approved rates for this work are:

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter/Glazier	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
Equipment Operator	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
Laborer	\$7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Skilled Worker	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88
Welder	\$11.72	\$3.28	\$15.00

25. **WORK HOURS**

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

Scope of Work

1. **GENERAL**

This solicitation includes cleaning, priming as noted, and painting the exterior foundations, siding, doors, trim, handrails, gutters/downspouts, and deck sealing of all houses and duplexes as listed on the attached address list. Vendor will caulk, do surface preparations and minor patching as required on all surfaces.

Some houses need the entire house painted, while others need only the porches and trim work.

Some of the two tone houses may only need the bottom half or top half painted depending on how a particular paint color has worn.

Units will typically be painted back the same color they were. In the case of some of the white houses, we may want to go with another color depending on how dirty they get in the area they are located.

2. **CAULKING**

A good quality, latex, exterior caulk (DAP[®] DYNAFLEX 230[®] Premium Indoor/Outdoor Sealant or equal) is to be applied to all open cracks at porch posts, around windows and joints.

3. **CLEANING/SCRAPING**

Scrape all loose paint on any exterior surface to be painted. Clean all exterior surfaces with a power washer to remove any dirt, film, and residue.

4. **CLEAN-UP AND PRECAUTIONS**

- a. All rubbish accumulated from a job shall be removed from KCDC's premises by the vendor at the vendor's expense. Trash, paint buckets or other debris shall not be placed in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. At completion of each assigned job, the vendor shall also remove any drippage of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced. Failure to do so when asked by the owner will result in the work being done and charged to the vendor.
- c. Vendor shall make every effort to prevent accidental spilling of paint materials. In the event of such spill, the vendor shall immediately remove all spilled materials and clean to the original condition prior to this spillage.
- d. All clean-up requirements will be completed before payment is made for a job.
- e. All work is to be completed at the convenience and safety of the residents. If there are complaints from occupants about fumes, smells, et cetera, the vendor shall be required to immediately cease work and ventilate the area until the problem is corrected. Any remedy used by the vendor will be done at no additional cost to KCDC.

- f. When using solvents for cleaning brushes or other chemicals, the vendor is required to capture or save the used chemicals for disposal as a hazardous waste. The cost of disposal is entirely the responsibility of the vendor. At no time shall the vendor improperly dispose of solvents or chemicals by dumping them into the sewer system or on the ground.
5. **COLORS**
All paint is to match the existing (original) colors as presently on structures.
6. **LABOR**
All work is to be performed by craftsman skilled in their trades. Only painters skilled in and possessing successful experience with exterior painting shall be used for the work.
7. **LEAD BASED PAINT**
These properties are exempt from RRP's lead based paint policies because they were constructed in the 1990's.
8. **METAL RAILINGS**
Metal railings are to be spot primed using a primer equal to PPG 6-208 Rust Inhibitor Primer and apply two coats of finish equal to PPG gloss oil-based enamel Speedhide 6-282 Paint.
9. **PAINTING**
 - a. **Foundation**
Patch any missing foundation coating to match existing surfaces. Apply two coats of exterior 100% latex eggshell paint equal to Manor Hall Line 79 by PPG.
 - b. **Siding**
Prime any surface where existing paint was scraped to exposed "raw" siding with PPG 4-603 Alkin Primer or equal. Apply two coats exterior eggshell paint to the entire siding surface using paint equal to Manor Hall Line 79 Paint by PPG.
10. **PAINT APPLICATION**
 - a. Vendor shall store, handle, mix, thin and apply all materials according to the manufacturer's specifications. Additionally the vendor shall comply with all applicable government regulations in storing, handling, mixing, thinning and applying materials.
 - b. Vendor shall provide all equipment necessary to accomplish the work safely.
 - c. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.
 - d. All paint shall be hard and dry throughout the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.

- e. The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- f. All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.
- g. Finished surfaces shall not show brush marks or other irregularities.
- h. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- i. All paint may be rolled or sprayed on all textured or plaster surfaces, provided vendor complies with all other requirements herein.
- j. Top, side, and bottom edges on all doors shall be painted.
- k. Paint may be rolled or sprayed onto the walls and ceilings (non-textured).
- l. Do not apply coatings in areas with high dust content.
- m. All areas will receive two coats of paint.

11. **PAINT TO BE USED**

Sherwin Williams Duron Exterior Paint. KCDC will consider equivalents to the items listed above but approval must be requested in advance. Submit details of proposed paint to purchasing@kcdc.org. Additionally KCDC reserves the right to require 1 samples if they are needed. Once items are approved as equivalents, KCDC will post the information to its webpage for all interested vendors.

12. **POWER WASHING**

KCDC cannot provide a water source for power washing as each duplex occupant is responsible for their own water bill.

13. **SPRAYING**

KCDC does not want the paint sprayed on. There are two reasons for this decision. First, each of these duplexes is rented and the occupant pays the water bill, KCDC cannot authorize spraying. Secondly, KCDC prefers, from a function point, that the application be rolled or brushed on.

14. **STANDARDS**

All work shall meet the standards of ASTM D16.

15. **SURFACE PREPARATION**

- a. Surface preparation which includes, but is not limited to, cleaning walls and all other surfaces before applying paint.
- b. Vendors shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs, door facing, ceiling tiles and grids) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- c. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting. Such cracks and defects, up to the size of the Property Manager's fist are at the expense of the vendor. Damages more than that size are to be priced separately on the pricing sheet.

16. **TIME LIMIT**

All work will be completed within 120 calendar days from the issuance of the notice to proceed.

17. **TOUCH-UP PAINT**

The successful bidder will supply one gallon of each type/color paint to the owner for later touchups.

18. **TRIM/PAINTED WOOD HANDRAILS/EXTERIOR DOORS/GUTTERS & DOWNSPOUTS**

Prime any scraped area that has exposed "raw" wood/material and prime with a primer equal to PPG 4- 603 Alkin Primer. Apply two coats of exterior 100% latex paint to all above surfaces using paint equal to PPG Latex Semi-Gloss 72 Line Paint.

19. **UNPAINTED DECKING**

Apply one coat of a clear deck sealer equal to PPG Sunproof 77-1700 Alkin Clear Deck Sealer. Apply with a roller and back brush it to insure an even coat.

20. **WORK LOCATIONS**

The locations listed below are listed in KCDC's priority for replacement. KCDC anticipates getting the first five units done now. The additional units will either be done this year (depending upon the costs offered) or the next budget year as noted elsewhere herein.

ADDRESS	Notes (All, Porches/Trim/Bottom/Top)
1402 University Avenue	Wash/paint trim and porch trim/doors **
1225 University Avenue	Wash/paint entire house/doors **
1605 Wallace	Wash/paint entire house/doors **
1313 University Avenue	Paint trim and porch trim/doors **
1315 University Avenue	Paint trim and porch trim/doors **
1627 Dora Street	Wash/paint white house another color/doors
1629 Dora Street	Wash/paint white house another color/doors
1631 Dora Street	Wash
1633 Dora Street	Wash
1500 University Avenue	Wash/paint entire house/doors **
227 Douglas	Wash/paint trim and porch trim/doors
1308 Calloway Street	Wash/paint entire house/doors **
1625 Dora	Wash/paint entire house/doors **
1601 Dunbar Street	Wash/paint trim and porch trim
1626 Dunbar Street	Wash/paint entire house/doors
1503 University Avenue	Paint entire house/doors
1600 Dunbar Street	Paint entire house/doors
1605 University Avenue	Wash/paint entire house/doors **
1401 Moses Street	Wash
729 Monroe Center	Wash/paint trim and porch trim (maybe a different color)
731 Monroe Center	Wash/paint trim and porch trim (maybe a different color)
701 Alfreda Delaney	Paint house another color/trim and porch trim same color/doors **
1625 University Avenue	Paint house another color/trim and porch trim same color/doors **
1627 University Avenue	Paint house another color/trim and porch trim same color/doors **
1629 University Avenue	Paint house another color/trim and porch trim same color/doors **
700 Monroe Center	Wash/paint trim and porch trim/doors **
1637 University Avenue	Wash/paint trim and porch trim/doors **
1624 Wallace	Wash/paint entire house/doors **
1626 Wallace	Wash/paint entire house/doors **
707 Alfreda Delaney	Wash/paint trim and porch trim/doors
709 Alfreda Delaney	Wash/paint trim and porch trim/doors
716 Monroe Center	Wash/Paint trim and porch trim another color
718 Monroe Center	Wash/Paint trim and porch trim another color
726 Monroe Center	Wash
728 Monroe Center	Wash
734 Monroe Center	Wash
736 Monroe Center	Wash
740 Monroe Center	Wash
1708 Moses	Wash
739 Alfreda Delaney	Wash
741 Alfreda Delaney	Wash
721 Monroe Center	Wash

ADDRESS	Notes (All, Porches/Trim/Bottom/Top)
2028 Brandau	Wash
1750 Moses	Wash
2000 Brandau	Wash
1924 Brandau	Wash/paint bottom concrete
1926 Brandau	Wash/paint bottom concrete
1016 Knoxville College Drive	Wash
1018 Knoxville College Drive	Wash
735 Monroe Center	Wash
737 Monroe Center	Wash

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

Exterior Painting Services at Passport Homes & Residences Q1431
Solicitation Document A General Response and Cost Section

General Information about the Vendor

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

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

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

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

Statistical Information

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

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

As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business is a:

Small Business Section 3 Woman Owned

Address	Notes	Cost
1402 University Avenue	Wash/paint trim and porch trim/doors **	\$
1225 University Avenue	Wash/paint entire house/doors **	\$
1605 Wallace	Wash/paint entire house/doors **	\$
1313 University Avenue	Paint trim and porch trim/doors **	\$
1315 University Avenue	Paint trim and porch trim/doors **	\$
1627 Dora Street	Wash/paint white house another color/doors	\$
1629 Dora Street	Wash/paint white house another color/doors	\$
1631 Dora Street	Wash	\$

1633 Dora Street	Wash	\$
1500 University Avenue	Wash/paint entire house/doors **	\$
227 Douglas	Wash/paint trim and porch trim/doors	\$
1308 Calloway Street	Wash/paint entire house/doors **	\$
1625 Dora	Wash/paint entire house/doors **	\$
1601 Dunbar Street	Wash/paint trim and porch trim	\$
1626 Dunbar Street	Wash/paint entire house/doors	\$
1503 University Avenue	Paint entire house/doors	\$
1600 Dunbar Street	Paint entire house/doors	\$
1605 University Avenue	Wash/paint entire house/doors **	\$
1401 Moses Street	Wash	\$
729 Monroe Center	Wash/paint trim and porch trim (maybe a different color)	\$
731 Monroe Center	Wash/paint trim and porch trim (maybe a different color)	\$
701 Alfreda Delaney	Paint house another color/trim and porch trim same color/doors **	\$
1625 University Avenue	Paint house another color/trim and porch trim same color/doors **	\$
1627 University Avenue	Paint house another color/trim and porch trim same color/doors **	\$
1629 University Avenue	Paint house another color/trim and porch trim same color/doors **	\$
700 Monroe Center	Wash/paint trim and porch trim/doors **	\$
1637 University Avenue	Wash/paint trim and porch trim/doors **	\$
1624 Wallace	Wash/paint entire house/doors **	\$
1626 Wallace	Wash/paint entire house/doors **	\$
707 Alfreda Delaney	Wash/paint trim and porch trim/doors	\$
709 Alfreda Delaney	Wash/paint trim and porch trim/doors	\$
716 Monroe Center	Wash/Paint trim and porch trim another color	\$
718 Monroe Center	Wash/Paint trim and porch trim another color	\$
726 Monroe Center	Wash	\$
728 Monroe Center	Wash	\$
734 Monroe Center	Wash	\$

736 Monroe Center	Wash	\$
740 Monroe Center	Wash	\$
1708 Moses	Wash	\$
739 Alfreda Delaney	Wash	\$
741 Alfreda Delaney	Wash	\$
721 Monroe Center	Wash	\$
2028 Brandau	Wash	\$
1750 Moses	Wash	\$
2000 Brandau	Wash	\$
1924 Brandau	Wash/paint bottom concrete	\$
1926 Brandau	Wash/paint bottom concrete	\$
1016 Knoxville College Drive	Wash	\$
1018 Knoxville College Drive	Wash	\$
735 Monroe Center	Wash	\$
737 Monroe Center	Wash	\$
Graffiti Painting/Removal		\$
Painting of Wood that has been repaired		\$

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

NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT OF ELIGIBILITY

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

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the State or a state entity. Additionally such firms may not knowingly contract with sub-vendors who utilize the services of illegal immigrants.
2. By signing below the vendor agrees that:
 - a. The vendor does not knowingly utilize the services of illegal immigrants in the performance of contracts.

- b. The vendor agrees that the State may conduct random checks of personnel records as it pertains to this issue.
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

CONFLICTS OF INTEREST CERTIFICATION







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

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

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

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

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

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

Exterior Painting Services at Passport Homes & Residences Q1431

Solicitation Document C HUD Form 5369A

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans [] Hispanic Americans [] Asian Indian Americans [] Native Americans [] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



CAUTION!!

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

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


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

Do not put it inside the envelope.

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

THIS PAGE DOES NOT NEED TO BE RETURNED.

Bid/Contract Name	Exterior Painting Services at Passport Homes & Residences
Bid/Contract Number	Q1431
Bid Due Date/Time	04-11-14 at 11:00 a.m.

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

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

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