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Request for Proposals

FIRE SPRINKLER SERVICES (AS NEEDED)

Solicitation Number	Q1903
Due Date	July 27, 2018
Due Time	11:00 a.m. eastern standard time
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917 The Procurement Building is behind the main office building. 
Responses may be Emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	Not applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.
Award Results	KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All documents provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and 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 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. From time to time KCDC's properties require fire sprinkler maintenance and repairs. The intent of this specification is to have those services under contract so that when the needs arise, KCDC may rapidly obtain the services needed.
- c. KCDC reserves the right to solicit bids for any work and for all work above \$25,000.
- d. This bid does not include the two computer rooms at the main office with FIKE clean agents.

2. **Changes after Award**

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

3. **Codes and Ordinances**

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

4. **Contact Policy**

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed. Supplier shall secure all necessary permits for the proper execution and completion of work. The supplier shall give all notices in compliance with all laws, ordinances, rules and regulations bearing on the conduct of the work. All work shall conform to all applicable federal, state and local regulations governing the same. Nothing in these plans and specifications is to be construed not to conform to codes and regulations. If the supplier performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the supplier shall bear all costs arising from them.

5. **Damage**

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

6. **Employees**

Supplier will:

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

7. **Entrance to Sites**

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

8. **Equipment**

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

9. **Evaluation**

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

10. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions 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 set forth in KCDC's "General Instructions to Suppliers."

11. **Indemnification/Hold Harmless**

KCDC is chartered as a municipality of the State of Tennessee and state law prohibits "municipalities" from agreeing to indemnification or "hold harmless" agreements.

12. **Identification**

The supplier's employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have photo identification badges or other company identification at all times.

13. **Insurance**

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

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

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

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

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)." If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements.

Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the supplier shall add by endorsement, KCDC its officials, officers, employees and volunteers as an additional insured.

- b. *Automobile Liability Insurance:* including vehicles owned, hired and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- d. *Other Insurance Requirements:* Supplier shall:
1. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.

2. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services.
3. 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 supplier's insurance) in the same manor and limits as specified for the supplier. Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
4. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by supplier's insurance. If the supplier receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, supplier shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

5. 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.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit 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.
8. All policies must be written on an occurrence basis.

- e. Right to Revise or Reject: KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the 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.
- g. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

General Services:	7 calendar days	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Construction Services	15 calendar days	<input type="checkbox"/> Yes	<input type="checkbox"/> No

14. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- 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’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only.
- e. Since KCDC is the managing partner for four separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered there

- With KCDC's permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
- Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista.

f. KCDC requires that invoices be submitted via email.

15. **Length of Award**

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

16. **Licensure**

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

17. **Permits**

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

18. **Price Structure**

a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation file will be noted. If the price increase is declined, 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.

19. **Questions**

Direct questions to purchasinginfo@KCDC.org with "Fire Sprinkler Services" in the subject line, at least five days prior to the due date. **KCDC will not accept questions by telephone.**

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

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

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

Additional information is at:

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

21. **Representations**

By submitting a response, the supplier represents and warrants:

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

22. **Representations**

By submitting a response, the supplier represents and warrants:

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

23. **Responsibilities**

At no expense to KCDC, the supplier will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury and/or damage and be responsible for any such damage or injury that occurs because of their fault or negligence.
- e. Perform work without unnecessary interference with the activities of KCDC, residents, or suppliers.

24. **Safety and OSHA Guideline Compliance**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.
- g. Supplier will leave Safety Data Sheets (SDS) when installing covered items. Suppliers must be certain the manufacturer properly labels (including the appropriate hazardous material symbols) all products.

25. **Section 3 of the HUD Act of 1968**

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

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 1. A Section 3 Business determination (supplied by KCDC) provided one is not already on file.
 2. A Section 3 Business plan for this work.

26. **Security**

The successful supplier 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.

27. **Smoking Policy**

On July 31, 2018 KCDC implements a new Smoke Free policy goes into effect and it applies to you and your employees. Specifically, the policy (which is HUD required) mandates:

- No smoking on KCDC property
- No e-vape or similar usage on KCDC or KCDC managed property
- The Smoke Free policy applies in personal or corporate vehicles on KCDC's property or KCDC managed properties

HUD definitions include:

- ✓ "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor.
- ✓ Property means all buildings, parking lots, streets, structures and **land** owned by KCDC.

Should proposer staff be observed violating these requirements, KCDC's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences; KCDC may ask the vendor to not send the employee to KCDC property. Repeated offenses may result in forfeiture of your awarded "contract."

28. **Storm Water and Street Ordinances**

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

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.

- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the Knox County's Storm Water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.

29. **Subcontractors**

Subcontractors must:

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

30. **Use of Solicitation Forms**

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are to use the MS Word version of the pricing pages to aid in readability of proposals.

31. **Utilities**

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

32. **Wage Compliance (Davis Bacon Requirements)**

- a. This work is federally funded and "prevailing wage" requirements apply. The successful supplier will submit these forms each month to document wages paid.
- b. Two forms are used:

1. Employee Statement of Time/Wage Skilled Labor/Employee Statement of Time/Wage Unskilled Labor.
2. Certification of Wage Compliance.

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

Note that in the near future KCDC anticipates an electronic system replace the paper version. When this is operable, the supplier will upload the information each month into the electronic database and paper submissions will not be accepted.

- c. The minimum rates are:

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

- d. Understand that the tools of the trade is what makes the determination-job titles assigned by the supplier do not impact the appropriate Department of Labor title or minimum pay rate. If the work dedicates additional classifications not shown, the supplier cannot make the work fit into one of the above categories. In such cases, the supplier will request, through KCDC, additional classifications.
- e. These requirements apply to all subcontractors used by the successful supplier.

33. **Work Hours**

KCDC's normal work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. While suppliers may work later than 4:00, KCDC's staff will not be on site or readily available after 4:00 during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

Special Requirements

34. **Introduction**

The purpose of this solicitation is to arrive at a contract with one supplier for both routine system maintenance and for repairs as they are needed.

35. **Dry Systems**

The supplier shall:

- a. Test the alarms, both water flow and air if so provided.
- b. Perform a water flow test through the drain connection when facilities and conditions permit.
- c. Check:
 - o Accelerators or exhausters (including dry pipe valve rooms or enclosures)
 - o Air pressures
 - o Automatic drip connectors
 - o Latching arrangements
 - o Open condensation drains on drum drip connections
 - o Priming water level
 - o The general condition of the dry pipe valves
- d. Drain low points during fall and winter inspections.

36. **Emergency Response Time**

Supplier must have twenty-four hour emergency response capability. When contacted for an emergency, the supplier must have staff on KCDC's premises within two hours.

37. **Field Service Adjustments**

The supplier shall perform minor adjustments while inspecting the sprinklers (at no additional cost to KCDC) whenever possible.

38. **Fire Pumps**

Quarterly Services include:

- a. Checking for drip pockets under packing glands for proper drainage.
- b. Checking the packing adjustment for proper functioning.

- c. Checking the suction and discharge gauges to ascertain proper system operation.
- d. Start the pumps.
- e. Run electric pumps at least 10 minutes and diesel engine pumps 30 minutes.
- f. Check the pumping housing conditions to determine that the heat is adequate and that the ventilating louvers operate freely.
- g. Check the pump system conditions including that the valves are fully open; system is leak free, suction line pressure is proper, system line reading is proper, wet pit suction screens are unobstructed and the pressure relief valve is discharging some water.
- h. Check the electrical system conditions including: the controller pilot light, transfer switch pilot light, the isolating switch, the reverse phase alarm pilot light and the oil level in the vertical motor sight glass is within the normal range.
- i. Check the diesel engine system conditions:
 - Fuel tank is two-thirds full
 - Controller selector switch is in auto position
 - Battery voltage readings are within the normal range
 - Battery charging current readings are acceptable
 - Battery pilot lights are on
 - All alarm pilot lights are off
 - Engine running time meter is reading
 - Oil levels are in the acceptable range
 - Cooling water level is in the acceptable range
 - Electrolyte levels in the batteries are acceptable
 - Battery terminals are corrosion free
 - The water jacket heater is operating
 - Observe the time for the engine to crank
 - Observe the time for the engine to reach running speed
 - Observe the engine gauges while the engine is running
 - Record any abnormalities
 - Check the heat exchanger for cooling water flow
- j. Observations
 - Check for unusual noise or vibrations
 - Check packing boxes, bearings and pump casings for overheating
 - Record the pump starting pressure
 - Record the time the controller is on the first step (for reduced voltage or reduced starting)
 - Record the time pumps run after starting (for automatic stop controllers)

- k. Make a thorough visual inspection of all system components to verify that the pump assembly appears to be in normal operating condition and free from physical damage.
- l. Verify pump housing conditions.
- m. Check adequacy of suction supply pressure.
- n. Verify that the controller is in the proper position.
- o. If appropriate, verify the transfer switch position and the reverse phase alarm and diesel fuel.
- p. Perform a no-flow test.
- q. Test all local and supervisory alarms.
- r. Test all control valves with electric tamper switches.
- s. Check the condition and position of all sealed control valves. If needed, install new seals.

Yearly Services include:

- t. Those listed in the quarterly section.
- u. Test for the proper operation of the mechanical condition of the system components.
- v. Fully operate control valves-test and lubricate for proper operation.
- w. Test each pump assembly under minimum (no flow), rated (100%) and peak (150%) flow. Supplier will document pertinent visual observations.

39. **Permits and Fees**

The supplier shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, et cetera, shall be included in price bid accepted as noted in the specifications and requirements.

40. **Pricing Scenarios**

KCDC desires two sets of pricing to allow staff to determine the service level best suited for KCDC at this time.

- a. Annual Test including "Trip Tests" of the dry valves and "Fire Pump Flow Testing."
- b. Annual Test and Quarterly Inspections (as recommended by NFPA)

41. **Reporting Requirements**

The awarded supplier will provide a semi-annual inspection report to Jack Canada for all fire sprinklers covered by this award. The report will include:

- a. The date and time of each inspection.
- b. The findings of the inspection sorted by site.
- c. The suggested corrective actions.
- d. The name of the technician providing the service.
- e. Location, brand, model, et cetera
- f. Other documentation as requested.

All reports will be in compliance with NFPA "Care and Maintenance of Fire Sprinkler Systems NO-13 A" and the American Insurance Association Publication "Recommended method for Reporting Dry Pipe Valve Tests NO. 13 C."

42. **Special Systems-Water Deluge**

The supplier shall:

- a. Test the alarms
- b. Test detection or actuation system
- c. Test accessory equipment
- d. Conduct all tests in accordance with procedures suggested by the manufacturer and all authorities having jurisdiction.

43. **Wet Systems**

The supplier shall quarterly:

- a. Test the alarms by opening the inspector's test connection and/or the bypass test connection.
- b. Conduct a full water flow test when facilities and conditions permit.
- c. Check the cold weather valves and drain in the fall.
- d. Record the static and residual flow pressures.
- e. Test for proper operation of the mechanical portions of the system including the alarm valve clapper, pilot valve and retard chamber.
- f. Test all sprinkler system control valves that are equipped with electric tamper switches by operating the control valve sufficiently to operate the switch.

- g. Check the condition and position of all sealed control valves and, if necessary, install new seals and record such.
- h. Check the condition of the Fire Department Siamese connection including caps, gaskets, clappers and ball drips.
- i. Verify the availability of spare sprinkler heads and wrenches.
- j. Check all gauges to ensure proper pressure appears to be available.

The supplier shall annually (In addition to the above):

- k. Make a thorough visual inspection of all system components from the floor level including checking distribution piping for damage, loose hangers and leaks.
- l. Visually check sprinkler heads for obvious damage, leaks, corrosion, loading, obstruction, proper position and other obvious factors that impair its function.
- m. Inspect all sprinkler system control valves including full operation and lubrication.
- n. Check anti-freeze systems for the freezing point of the solution-provided weather conditions permit. Replacement anti-freeze is at additional cost to KCDC.
- o. Every five years, internally inspect check valves as to their ability to move freely and operate properly. Inspect, clean or replace valve strainers/filters.

Check gauges against a calibrated gauge or replace existing gauges. A sampling of any extra high temperature sprinkler heads will be removed, replaced and tested.

44. **Site Information**

<i>Site</i>	<i>Floors</i>	<i>Control Valves</i>	<i>Flow Switches</i>	<i>Pump</i>	<i>Valve Age</i>	<i>Valve Brand/Model</i>
Cagle (two buildings) 515 Renford Road	6	Yes	Yes	1	Unknown	Unknown
Eastport Phase I & II 381 McConnell Street (office)	1					
Five Points Multiplexes 381 McConnell Street (office)	2					
Isabella 1515 Isabella Circle	7	Yes	Yes	1	Unknown	Fire Pump is a Patterson Horizontal Spilt Case-electric.
Love Towers (Two buildings) 1171 Armstrong Avenue	7	Yes	Unknown- perhaps Marathon	1	Fire Pump top, packing and flanges replaced in 2010	Unknown-perhaps Marathon
Main Office 901 N. Broadway	4	No	No	No	10 years' old	Kennedy
Northgate Terrace 4301 Whittle Springs Road	14	Yes	Yes	1	Unknown	Factory Manual System Advanced
Residences at Five Points Phase I 381 McConnell (office)	2	Unknown	Unknown	Unknown	Unknown	Unknown
Residences at Five Points Phase II 381 McConnell (office)	1	Unknown	Unknown	Unknown	Unknown	Unknown
Supportive Maintenance Buildings (2) 302 E. Anderson Avenue	1	1 each building	Unknown	Unknown	Unknown	Building 1: Hodgman Building 2: Guardian
Verandas 107 Flenniken Avenue	3	Yes	Yes	No	Unknown	Unknown

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Fire Sprinkler Services Q1903
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org .	
Printed Name and Title	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Cell Number	
Supplier's E-Mail Address (Please Print Clearly)	

Addenda

Addenda are at 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"/>
-------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business is owned & operated by persons at least 51% of the following ethnic background:	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>
Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>
Native Americans <input type="checkbox"/>	White <input type="checkbox"/>

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if another government so desires. Yes No

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes <input type="checkbox"/> No <input type="checkbox"/>
Mastercard is accepted for payment with a fee of _____. Yes <input type="checkbox"/> No <input type="checkbox"/>

Fire Sprinkler Services Q1903

Solicitation Document B Cost

Company Name:		
Scenario A: Once per Year		
Yearly Cost for Maintenance at Cagle Terrace	\$	
Yearly Cost for Maintenance at Eastport	\$	
Yearly Cost for Maintenance at the Five Points Multiplexes	\$	
Yearly Cost for Maintenance at Isabella Towers	\$	
Yearly Cost for Maintenance at Love Towers	\$	
Yearly Cost for Maintenance at Northgate Terrace	\$	
Yearly Cost for Maintenance at the Main Office	\$	
Yearly Cost for Maintenance at Residences at Five Points Phase I	\$	
Yearly Cost for Maintenance at Residences at Five Points Phase II	\$	
Yearly Cost for Maintenance at Supportive Maintenance	\$	
Yearly Cost for Maintenance at The Verandas	\$	
Total Yearly Cost	\$	
Scenario B: Once per Year with Quarterly Inspections		
Yearly Cost for Maintenance at Cagle Terrace	\$	
Yearly Cost for Maintenance at Eastport	\$	
Yearly Cost for Maintenance at the Five Points Multiplexes	\$	
Yearly Cost for Maintenance at Isabella Towers	\$	
Yearly Cost for Maintenance at Love Towers	\$	
Yearly Cost for Maintenance at Northgate Terrace	\$	
Yearly Cost for Maintenance at the Main Office	\$	
Yearly Cost for Maintenance at Residences at Five Points Phase I	\$	
Yearly Cost for Maintenance at Residences at Five Points Phase II	\$	
Yearly Cost for Maintenance at Supportive Maintenance	\$	
Yearly Cost for Maintenance at The Verandas	\$	
Total Yearly Cost	\$	
Cost for Repairs/Service Outside of Routine Maintenance (as needed)		
Title	Regular Work Hours	Overtime Hours
Plumber, Master	\$	\$
Plumber, Journeyman	\$	\$
Mechanic, Master	\$	\$
Mechanic, Journeyman	\$	\$
Helper	\$	\$
Parts/electrical supplies, cost plus/minus from the list price		%
Five Year Inspection Wet Pipe Sprinkler Systems		\$
Five Year Inspection Fire Pump Sprinkler Systems		\$
Generator Test		\$
Automatic Transfer Switch Testing		\$
Diesel Fuel Test for Degradation		\$

Supplier: _____

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.

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies:

12. 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.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(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) _____

If there are forms or “contracts” that your firm requires clients to sign, submit them for KCDC’s consideration. KCDC will require the forms for acceptability. Among other aspects, KCDC will examine sections such as:

- ✓ Assignment Rights without notice
- ✓ Automatic contract renewal
- ✓ Governing Laws being other than Tennessee
- ✓ Late charges
- ✓ Indemnification
- ✓ Limitations of Liability
- ✓ Liquidated Damages
- ✓ Overriding of KCDC’s General Instruction to Suppliers

KCDC will attempt to “negotiate” any unacceptable terms with the supplier.