



Terry McKee, IS & Procurement Director
901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1133 • Fax 865.594.8858
purchasinginfo@kcdc.org
www.kcdc.org

Requests for Quotes

Exterior Painting Services at Lonsdale Homes

Due Date: 11:00 a.m. (Eastern Standard Time) on August 14, 2015

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

Pre-Quote Meeting: None. Submit questions to purchasinginfo@kcdc.org

Quote Number: Q1605

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

Faxed/Emailed Responses are acceptable: **Yes** **No**

Award Results: KCDC posts both a summary of the quotes received and the award decision to its web page at:

<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

General Information for Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed quotes. 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. One of KCDC's properties located at 2020 Minnesota Avenue in Knoxville, Tennessee 37921 needs exterior painting services as detailed herein. This year's budget allows for the painting of approximately 20 apartments (number subject to change based upon the bids submitted). KCDC plans to paint additional apartments next year and reserves the right to offer the additional units to the awarded vendor provided the pricing remains the same (other than documented increase in the price of paint).

2. **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. The successful vendor and any sub-vendors must meet and fulfill all requirements of the local building department and fire jurisdiction. This property is within the corporate limits of the City of Knoxville.

3. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor will:

- a. Only allow personnel thoroughly trained and skilled in the tasks assigned them to work on the KCDC job.

- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees. Employees may not loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment with the ability to clearly speak, read, write and understand the English language in order for KCDC's representatives to effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Vendor 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 unless said person is an authorized employee of the vendor.

7. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on cost. 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.

8. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions are 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." Vendors may wish to review certain applicable HUD instructions on KCDC's webpage.

9. **IDENTIFICATION**

The vendor's employees **will** 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.

10. **INSURANCE**

The vendor shall maintain, at vendor'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 vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The vendor 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 vendor 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 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.

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 vendor 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:** Vendor shall:

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

The certificate holder address shall read:

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

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
 6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor 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 vendor 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 vendor 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 vendor against any loss exposures, whether as a result of the project or otherwise.

11. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Depending upon the nature and volume of the award, vendors may be asked to:

1. Bill once per month or to bill each individual job.
2. Provide a monthly statement that recaps all charges for the month.
3. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
4. Leave an invoice at the work site, mail them, email them or fax them.

c. Invoices must:

1. Be numbered
2. Have a date on them that is after the work is completed or goods delivered
3. Show the purchase order number.
4. Breakdown pricing according to the bid structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates. For example:

| | | | |
|--|---------------|-----------------|-----------------|
| ACME Company 123 Any Street Sometown, TN 37999 865.555.1212 | | | |
| Invoice Date | 05-31-15 | | |
| Invoice Number | 12345 | | |
| Purchase Order Number | 123456-123456 | | |
| Service/Delivery Date | 05-28-15 | | |
| Service/Goods Details | | | |
| Item | Rate | Quantity | Total |
| Labor Hours-Laborer (per bid) | \$20.00 | 6 | \$120.00 |
| Labor Hours-Technician (per bid) | \$25.00 | 4 | \$100.00 |
| Rock (per ton with 8% discount) | \$50.00 | 1 | \$50.00 |
| Dumping Fee | \$100.00 | 1 | \$100.00 |
| Boards, 2 x 4, pressure treated (per bid) | \$1.00 | 75 | \$75.00 |
| Grand Total | | | \$445.00 |

5. Be suitable for scanning since KCDC does not maintain paper records.
6. KCDC prefers computer generated invoices rather than hand written invoices.

d. Invoices must be submitted within 90 days of the date the goods or services were delivered. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.

- e. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” 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 vendor. If taxes are on KCDC’s invoices, they will not be paid.
- f. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued. Vendors, if awarded, will need to set up the KCDC Vendor Portal to track payments.

12. **LICENSING**

- a. Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the vendor shall maintain the required licenses.
- b. In addition to any City or County licenses that may be required, all vendors must be licensed vendors as required by the “Vendor’s Licensing Act of 1994” as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Vendors. For your convenience, an envelope coversheet is provided at the end of this document. Use it to supply the required information.
- c. The State of Tennessee Vendor Licensing Board has told KCDC that one of the following licenses is required for this work because the overall award is expected to exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Vendor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
 - BC
 - BC-11 (Painting)
 - BC-A (Residential)
 - BC-B (Commercial)
 - BC-b (sm)

13. **LIQUIDATED DAMAGES**

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

14. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, professionally finished and subject to KCDC’s approval. 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**

Drawings or measurements included with contract documents are for the convenience of the vendor. Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions.

16. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule, and pay for or cause 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 concerning completed work.

17. **QUESTIONS**

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

18. **SAFETY**

- a. The vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this award. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.
- e. Vendor 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 on commencement of award.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

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

Safety Data Sheets (SDS) for each item must be left when the items are installed. Vendors must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

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

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

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- c. Vendor shall seek to fill all position that are unfilled with residents of KCDC communities. For additional information, go to <http://www.hud.gov/offices/ftheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- d. 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.
- e. 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.
- f. Upon award, the successful vendor will supply two documents to KCDC:
 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 2. A Section 3 Business plan for this work.

21. **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.

22. **SITE EXAMINATION**

- a. Vendors are required to visit the site and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and complexities that may be encountered when executing the work.
- b. The failure or omission of the vendor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read 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.

23. **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.

24. **STORM WATER AND STREET ORDINANCES**

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

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.

- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage:

(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. The successful vendor is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's (or Knox County as applicable) Storm water and Street Ordinances. Any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation will be charged to the vendor and deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

25. **SUBCONTRACTORS**

Subcontractors must:

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

26. **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.

27. **WAGE COMPLIANCE**

Davis Bacon requirements apply to this federally funded project. 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 followed. KCDC will use HUD forms and record the information.
- c. The minimum wage rates vary by the **type of work** being performed and the tools used-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 |

28. **WEATHER**

Since this solicitation calls for liquidated damages if the vendor exceeds the guaranteed number of days for completion, allowances are needed for excessive inclement weather.

a. **EXTENSIONS OF CONTRACT TIME**

If the basis exists for an extension of time in accordance with this solicitation, then an extension of time based on weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

b. **STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

The Standard Baseline is the normal and anticipated number of calendar days for each month during which adverse weather will prevent activity. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time. The baseline is:

| JAN | FEB | MAR | APR | MAY | JUN | JULY | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|
| 10 | 10 | 10 | 10 | 11 | 8 | 11 | 7 | 9 | 7 | 8 | 12 |

c. ADVERSE WEATHER AND WEATHER DELAY DAYS

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:
 - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
 - b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
 - c. Standing snow in excess of one inch (1.00").
2. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all of the following are met:
 - a. For rain above the Standard Baseline.
 - b. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings.
 - c. At a rate no greater than one make-up day for each day or consecutive days or rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the owner.
3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the vendor's scheduled workday, including a weekend day or holiday if the vendor has scheduled construction activity that day.

d. DOCUMENTATION AND SUBMITTALS

1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the owner at the beginning of the project.
3. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.
4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
5. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by the owner.

e. APPROVAL BY OWNER

1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
2. Extra costs shall not be incurred by the owner for any extra time increase to the contract.

29. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. To work additional hours or days, discuss the request with the Senior Asset Manager (Linda Jeter) or the Asset Manager, Jack Haynes.

Scope of Work

1. **GENERAL**

a. This solicitation includes cleaning, priming as noted and painting of the exterior surfaces of the indicated apartments to arrive at completely painted buildings. The areas to be painted include, (but are not limited to) these:

- Decks (sealing)
- Doors
- Handrails
- Siding
- Soffits
- Trim

b. Vendor will also (as required):

- Caulk
- Do surface preparations
- Do minor patching

c. This work excludes gutters and soffits.

2. **ADDRESSES TO BE SERVICED**

The addresses shown below are one unit in an entire building to be painted.

| Address | Current color |
|---------------------|----------------------|
| 2033 Minnesota Ave. | Great Gray |
| 2027 Minnesota Ave. | Blue |
| 2019 Minnesota Ave. | Green |
| 2009 Minnesota Ave. | Rock Cliffs |
| 2010 Minnesota Ave. | Yellow |
| 1910 Minnesota Ave. | Green |

| Address | Current color |
|---------------------|----------------------|
| 2917 Sherman Street | Light Brown |
| 2020 Pascal Drive | Blue |
| 1934 Texas Avenue | Light Brown |
| 2953 Badgett Drive | Light Brown |
| 2945 Badgett Drive | Green |
| 2910 Badgett Drive | Gray |
| 2306 Arkansas Road | Blue |
| 2702 Badgett Drive | Light Brown |
| 2920 Oregon Avenue | Yellow |
| 1956 Goins Drive | Green |
| 2819 Sherman Street | Green |
| 1934 Pascal Drive | Green |
| 1955 Goins Drive | Yellow |
| 2302 Texas Avenue | Yellow |

3. **CAULKING**

Apply a good quality, latex, exterior caulk (DAP® DYNAFLEX 230® Premium Indoor/Outdoor Sealant or equal) to all open cracks at porch posts, around windows and joints.

4. **CLEAN-UP AND PRECAUTIONS**

- a. Vendor will remove all rubbish accumulated from a job 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 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. If KCDC instructs the vendor to perform the work and it is not done, will accomplish the work and charge it 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 of the buildings to be serviced will be painted a different color than they currently are. KCDC will inform the successful vendor of the color for each building. Currently KCDC anticipates seven building color changes.

6. **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.

7. **PAINTS TO BE USED**

The following paints (or KCDC approved equals) are to be used for this work.

- a. **Exterior 'Hardy' Lap Siding and Trim:** Two Coats of A89W01151 - SuperPaint® Exterior Latex Satin Sherwin Williams.
- b. **Exterior Metal Entrance Doors:** Spot Prime with B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer. Spot prime any Rusted/Bare Metal with two coats of B54W00151 - Pro Industrial Urethane Alkyd Enamel.
- c. **Wood Porches, Wood Rails, Wood at Basement Entrance:** Spot Prime with Y24W08980 - Fast Drying Interior/Exterior Oil-Based Primer. Spot Prime All Bare Wood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin by Sherwin Williams.
- d. **Plywood Ceilings on Porch:** Spot Prime with B51W00620- PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer. Spot Prime Any Bare Plywood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin.
- e. **Vinyl Shutters:** Apply two coats of A89W00151 - SuperPaint® Exterior Latex Satin **Use Vinyl-Safe Technology**.
- f. **Metal Flashing Above Porch:** Apply two coats of B66W00211 - DTM Acrylic Coating Semi-Gloss by Sherwin Williams.
- g. **Wood Walkways (Clear):** Apply two coats of SC0031034 - SUPERDECK® Deck & Dock Elastomeric Coating (50 G/L Low V.O.C.) Red by Sherwin Williams.

8. **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.

9. **POWER WASHING**

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

10. **RENOVATION, REPAIR AND PAINTING RULE**

Vendors 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 applicable to the site being worked on, the vendor must submit proof of the applicable certification before commencing work. Such certification must be kept current throughout the life of the contract.

Additional information can be found on the internet at:

- a. HUD's website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp

- b. State of Tennessee's website:

<http://www.state.tn.us/environment/swm/leadpaint/>

- c. Lonsdale was tested for lead based paint. The summary results show that using an XRF analyzer, lead based paint was found on the exterior porch posts, exterior door jambs, pantry floors and the underside of stairs (in closets), as well as stair risers. All lead based paint was abated by encapsulation or covering the lead based paint with sheetrock, floor tile or fiberglass enriched paint. Given the work to be performed it does not appear that the RRP rule will be applicable.

11. **STANDARDS**

All work shall meet the standards of ASTM D16.

12. **SURFACE PREPARATION**

- a. Surface preparation which includes, but is not limited to, cleaning walls and all other surfaces must occur before applying paint.
- b. Vendors shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs, door facing, ceiling tiles and grids) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- c. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting. Such cracks and defects, up to the size of the Property Manager's fist are at the expense of the vendor. Damages more than that size are to be priced separately on the pricing sheet.
- d. Routine maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.
- e. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.


- f. Hand Tool Cleaning removes all loose mill scale, loose rust and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Beforehand tool cleaning, remove visible oil, grease, soluble residues and salts by the methods outlined in SSPCSP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 2 (SSPC-SP2)
 - g. Water Blasting NACE Standard RP-01-72 may be used. This must ensure the removal of oil grease dirt, loose rust, loose mill scale and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.
 - h. Wood surfaces must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.
13. **TOUCH-UP PAINT**
The vendor will supply one gallon of each type/color paint to the owner for later touchups.
14. **TIME FOR COMPLETION**
Once the purchase order has been issued, the vendor has 60 days to complete the work.


[This and the previous pages do not need to be returned.](#)

Exterior Painting Services at Lonsdale Homes Q1605

Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow 
 Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org.

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) 

Vendor's State of Tennessee Vendor License Number

Addenda

Addenda are 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 quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3

Small Business

Woman Owned

Cost

Total Project Cost

\$

Exterior Painting Services at Lonsdale Homes Q1605

Solicitation Document B Affidavits

Vendor: _____

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the 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 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 award or agreement; and
4. 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. The vendor is not ineligible for employment on public contracts because 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 an award let by the State of Tennessee or any political subdivision thereof.
6. 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.
7. No employee, officer or agent of the grantee or subgrantee 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 firm selected for award.
8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
9. 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 proposal submitted 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 _____ | |

Exterior Painting Services Passport Hoems & Residences Q1534

Solicitation Document C HUD Form 5369C

Vendor: _____

**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

Vendor: _____

- (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!!

If a bid reaches or exceeds \$25,000, state law requires certain bidder license information be on the front of your envelope. 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://tn.gov/regboards/contractors/FAQ.shtml>


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

Do not put it inside the envelope.

THIS PAGE DOES NOT NEED TO BE RETURNED

Exterior Painting Services at Lonsdale Homes Q1605

Solicitation Document D Envelope Coversheet

| | | | |
|--|--|--|--|
| Bid/Contract Name/Number | | Exterior Painting Services at Lonsdale Homes Q1605 | |
| Bid Due Date/Time | | 08-14-15 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". If under \$25,000, put "Not Applicable"). | | | |
| 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: KCDC will not consider notes written on the bid envelope as changing the bid. Such notes must be inside the envelope.