

Requests for Quotes

Elevator Maintenance Services

Due Date: 11:00 a.m. (Eastern Standard Time) on May 29, 2015

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

Pre-Quote Meeting: None submit questions to purchasing@kcdc.org

Quote Number: Q1529

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 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. The intent of this specification is to hire a well-qualified vendor to perform elevator maintenance for KCDC properties. The vendor will provide pro-active preventive maintenance for the equipment covered by this agreement to facilitate the following:
 - Consistent safe operation of equipment
 - Maximum operational performance of equipment
 - Maximum beneficial usage of equipment
 - Maximum life cycle of equipment
- d. The vendor expressly acknowledges that KCDC is relying on the vendor's professional expertise in performance of services to achieve and maintain agreement intent.
- e. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this agreement or reasonably inferred whether or not expressly stated herein.

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 vendor. Should the need for additional services arise, KCDC reserves the right to negotiate these charges with the vendor and add them to the award.

3. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed. The successful vendor and any sub-vendors must meet and fulfill all requirements of the local building department and fire jurisdiction. These properties (except for Autumn Landing) are within the corporate limits of the City of Knoxville. Autumn Landing is in Knox County.

4. **CONTACT PERSONNEL**

The vendor will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the vendor shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

KCDC staff use of a variety of communications methods (text, email, fax and phones) and it is important that vendors use all of these methods also. KCDC's telephone interaction with vendors is limited.

5. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award. 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 proposer from participation in the solicitation process.

6. **DAMAGE**

The awarded vendor 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.

7. **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.

8. **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.

9. **EQUIPMENT:**

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

10. **EVALUTION:**

KCDC will arrive at the “lowest and best” solution for the final award. Lowest and best will include an examination of the vendor’s proposed cost, history, experience and staffing. KCDC may or may not entail simply awarding to the vendor 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 “responsiveness” and “responsibility” of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. 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.” The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

12. **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.

13. **INSURANCE**

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

The contractor 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 contractor 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 contractor 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 contractor 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:** Contractor 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 contractor's insurance. If the contractor 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, contractor 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 contractor's insurance) in the same manor and limits as specified for the contractor. Contractor 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 contractor 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 contractor 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 contractor 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 contractor against any loss exposures, whether as a result of the project or otherwise.

14. **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.
 - 5. Be suitable for scanning since KCDC does not maintain paper records.
- d. Invoices must be submitted within 90 days of the date the goods or services were. 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.

15. **LENGTH OF AWARD**

The length of the award will initially be 12 months. The award will have four one-year optional renewals that can be exercised upon KCDC's request.

16. **LICENSING**

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

In addition to any City or County licenses that may be required, all 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.

The State of Tennessee Vendor Licensing Board has told KCDC that one of the following licenses is required for this work if the project cost is \$25,000 or more. 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-17 (Elevator, Escalators and Dumbwaiters)
- BC
- BC-B (Commercial)
- BC-b (sm)
- If there is electrical work, the vendor may subcontract it to a licensed CE vendor

17. **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.

18. **PRICE STRUCTURE**

- a. At the end of the award term, the successful vendor may request a price increase. Proof of increased cost to the successful vendor must accompany price increase requests. KCDC may, at its option:
 1. Accept the proposed price increase.
 2. Reject the proposed price increase.
 3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful vendor may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- c. Price decreases are allowed at any time with or without notice.

19. **QUESTIONS**

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

20. **REPRESENTATIONS**

By submitting a response, the vendor represents and warrants:

- a. That the vendor 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 vendor 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 vendor 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.

21. **RESPONSIBILITIES**

At no expense to KCDC, the vendor 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 or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other vendors.

22. **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 contract. 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 contract.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

23. **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. Recipients and vendors 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 vendors 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 quotes or proposals; and copies of affirmative action plans.
- d. 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.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 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 vendor will (if not previously accomplished) submit documentation forms that allow KCDC to ascertain the business's Section 3 status. Additionally the business will submit a "Section 3 Plan" for the award.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **WAGE COMPLIANCE**

This work is federally funded and “prevailing wage” requirements apply. The successful vendor will be required to submit certified wage compliance forms once per month. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract. Periodically KCDC will “interview” one or more of your employees while they are on our sites and working. These brief interviews usually last around two minutes.

- a. 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 are supplied to the successful vendor.

- b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of at Least
Elevator Technician	\$11.72	\$3.28	\$15.00

- c. These requirements apply to all subcontractors that used by the successful vendor.

30. **WORK HOURS**

Acceptable work hours for routine work 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 at the site. Emergency calls of course go beyond and before these hours.

Scope of Work

1. **INTRODUCTION**

- a. The successful vendor will provide all labor, materials, and equipment necessary to perform comprehensive regular and supplemental maintenance on each of KCDC's elevators more specifically detailed below. All machinery and equipment shall be maintained in the minimum condition required by the Tennessee elevator law, rules and regulations; the terms and conditions of this document; and with good, safe maintenance practices.
- b. KCDC "high-rise buildings" were built in the late 1960's and early 1970's. When the buildings were constructed different brand of elevators were installed. The brands included Dover, Montgomery and Otis. Each company worked only on their elevators.

In the early 1990's KCDC renovated the elevator controllers. The intent was to renovate with a generic controller so that KCDC would not be tied to one company for maintenance service. Baxco Ultra 1000 controllers or equal were selected. KCDC currently has Baxco and MCE controllers.

KCDC currently has Baxco Controllers at Isabella Towers, Love Towers and Northgate Terrace.

KCDC has Montgomery/MCE Controllers in the elevator at Cagle Terrace.

In 2002, KCDC renovated its Main Office and one elevator is there.

In 2005, KCDC opened "The Verandas" and one elevator is there.

In 2009, KCDC acquired the properties of the former Knox County Housing Authority. Only the property at the Autumn Landing has an elevator. It was renovated in the spring of 2009.

In 2009, the elevators at Cagle Terrace were modernized and brought to the 2010 code.

In 2010-2011, the elevators at Isabella Towers, Love Towers and Northgate Terrace were modernized.

2. **INSPECTION**

Inspections will be made from time to time by authorized inspectors of the Tennessee Department of Labor, Division of Elevator Safety. Citations and recommendations may be issued by the inspectors, and the successful vendor will be required to comply with these citations and recommendations within ten working days. Except for changes required by changes to the code requirements or vandalism, the vendor will be liable for the costs.

3. **MATERIALS**

The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:

- a. New
- b. Best quality and suitable for their intended uses.
- c. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by KCDC in writing.
- d. Parts requiring repair shall be rebuilt to "like new" condition.
- e. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied.
- f. All materials delivered and stored at the property which are intended to become part of the completed Services shall pass to KCDC upon installation.
- g. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Vendor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this agreement.
- h. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
- i. Proration of equipment or materials shall not be allowed.
- j. No consideration shall be given in regard to obsolescence of systems, materials, or parts.
- k. Consideration shall be given in regard to obsolescence of systems, materials, or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.

4. **MONTHLY MAINTENANCE VISITS**

The successful vendor shall inspect each elevator a minimum of one time each month not including service calls. The following shall be completed at time of inspection:

- a. Adjustments
All machinery and equipment shall be adjusted as required. Circuit breakers or main line switches, together with fuses for same are excluded.
- b. Cleaning
All accumulated dirt, dust and rubbish shall be removed from the machine rooms, hoistways and pits. The vendor shall furnish all cleaning supplies and tools. Cleaning and refinishing of the interior of cars and exterior of hoistways, doors and frames are excluded.

- c. Lubrication
All machinery and equipment shall be lubricated, as required, with materials recommended by the manufacturer of the specific machinery and equipment. The vendor shall furnish all lubricants.
- d. Repairs
When necessary the vendor shall determine the nature and extent of the parts and labor that will be required to restore the machinery and equipment to a satisfactory performance condition. The vendor shall furnish labor and parts as listed below.
5. **PENALTIES**
KCDC will assess a penalty of \$100 if the agreed to timeframe for responding service calls is not met more than twice per quarter.
6. **PHONE MONITORING**
Emergency phone monitoring is to be included in the elevator maintenance cost.
7. **RECORD KEEPING**
The successful vendor shall maintain accurate and complete records of all inspections and service calls as well as detailed documentation of all emergency requests reported to them. The vendor shall record the name of any person requesting service or emergency service.
- Each quarter the vendor shall email a comprehensive record of all services and repairs rendered to the KCDC Supportive Maintenance Manager Jack Canada. Email the reports to jcanada@kcdc.org.
8. **REMOVAL**
No parts or equipment required by services may be removed from the property without KCDC's written approval. This does not include renewal parts stocked on site by vendor, which shall remain vendor's sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.
9. **REPAIRS (TRACTION TYPE)**
- a. The vendor shall furnish and install or repair /replace when and as necessary:
- | | |
|----------------------------------|-------------------------------------|
| Annunciators | Door Operating Devices |
| Bearings | Gears |
| Brake Magnet Coils | Governors |
| Brake Shoes | Hoist Cables |
| Brushes | Interlocks And Contacts |
| Cams | Lamp Replacements In Signal Systems |
| Car Door & Hoistway Door Hangers | Machine Motors |
| Car Gates | Motor Generator |
| Commutators | Push Buttons |
| Contacts | Rotating Elements |
| Controllers | Safety Devices |

Selectors
 Shell Lanterns & Indicators
 Thrusts
 All other elevator signal and accessory equipment

Tracks And Guides
 Windings
 Worms

All parts shall be of the original manufacturer's design and specification and compatible with existing systems thereto.

- b. The vendor shall not:
- Supply and replace incandescent or fluorescent lamps for car light fixtures.
 - Supply and replace floor covering on elevator car platform.
 - Make renewals or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the vendor, his representatives and employees or by reason of any other cause beyond control of the vendor, except normal wear and tear.
- c. In the event the vendor receives calls for “emergency” service, the vendor will record the name and contact points (phone/address/email) for the caller.

Additionally, wherever possible KCDC wants suggestions, minor repair tips, et cetera from the vendor so that Maintenance staff can perhaps reduce costs by handling minor issues themselves.

10. **SIGN IN**

Each site has a “Sign In Sheet” that the success vendor will sign each time that they are on-site to service or otherwise work on the elevators.

11. **SIGNAGE**

Whenever an elevator is out of service for repairs or maintenance, the vendor will place “Out of Service” or “Out of Service for Repair” or similar signs on the affected elevator. Such signs will be professional looking and contain the vendor’s name and/or logo.

12. **LOCATIONS**

- a. The following equipment will be covered by this quote:

Location	Elevator Manufacturer	Model	Capacity	Last Updated
Autumn Landing 6331 Pleasant Ridge Road	Thyssenkrupp	640092	2,500 pounds	2008
Cagle Terrace 515 Renford Drive	Montgomery/MCE	Motion 4000	2,000 pounds	2009
	Montgomery/MCE	Motion 4000	2,250 pounds	2009
	Montgomery/MCE	Motion 4000	2,000 pounds	2009
	Montgomery/MCE	Motion 4000	2,000 pounds	2009
Isabella Towers	Otis/GAL	22 CT	2,000 pounds	Unknown

Location	Elevator Manufacturer	Model	Capacity	Last Updated
1515 Isabella Cr.	Otis/GAL	22 CT	2,500 pounds	Unknown
KCDC Main Office 901 N. Broadway	National		2,500 pounds	Unknown
KCDC Purchasing Office Freight Elevator 901 N. Broadway				
Love Towers 1161, 1171 Armstrong Avenue	Otis/GAL	301639	2,000 pounds	Unknown
	Otis/GAL	301640	2,500 pounds	Unknown
	Otis/GAL	301641	2,000 pounds	Unknown
	Otis/GAL	301642	2,500 pounds	Unknown
Northgate Terrace 4301 Whittle Springs Rd.	Otis/GAL	303251	2,000 pounds	Unknown
	Otis/GAL	303252	2,000 pounds	Unknown
	Otis/GAL	303253	2,000 pounds	Unknown
The Verandas 107 Flenniken Avenue	National	34709	2,500 pounds	2005

- b. KCDC may add equipment (if additional elevators are added to KCDC's portfolio) or delete elevators should elevators or property go out of KCDC portfolio. In either event, KCDC will negotiate with the vendor to reach a satisfactory cost change.

13. **WORK HOURS**


Vendor will perform all normal repairs, maintenance and inspections during regular working hours. In the case of an emergency situation is required to provide prompt emergency service at any hour or any day of the week as outlined below:

- a. Passengers trapped in an elevator:
The vendor will immediately dispatch service personnel to the location of the emergency. The dispatch of vendor's service personnel to emergency calls shall be given equal priority with emergency calls from other customers, and shall receive priority over all other service calls. The cost for this service is to be included in the base maintenance fee.
- b. One elevator out of service:
The vendor shall respond to a service call that an elevator is out of service by sending its service personnel to the site within two hours after receiving the service call. If this occurs after KCDC's normal work hours and another elevator is available, the service call may occur the next day. The cost for this service is to be included in the base maintenance fee.
- c. Two elevators out of service or the only elevator out of service:
If a site has two elevators and they both go out of service or if a site has only one elevator and it goes out of service, the vendor will respond immediately. The cost for this service is to be included in the base maintenance fee.

If the "north" elevator at Northgate Terrace is "out of service" it is considered an "emergency." This is the only elevator at Northgate Terrace that will accommodate a stretcher.

- d. Not later than eight hours after receiving a service call that an elevator is out of service, the vendor shall restore the elevator to service. In computing such eight-hour period, the time that elapses between when the vendor orders a part and the receipt of the part shall not be counted. For example, if the vendor receives a service call at 8:00 a.m. on September 1, it is required to respond by sending its service personnel to the site not later than 12:00 noon on the same day. If a part is not required to be ordered to repair the elevator, the elevator must be repaired and operating by 4:00 p.m. the same day. If a part is required to repair the elevator, assuming that it is ordered at 1:00 p.m. on September 1 and is received at 10:00 a.m. on September 3rd, the vendor would be required to repair the elevator not later than 1:00 p.m. on September 3 (i.e., five hours elapsed on September 1 before the part was ordered, leaving the vendor three hours to repair the elevator after the part was received).

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

Elevator Maintenance Services Q1529**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 Contractor 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 ☐ AmericansWhite ☐

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

Section 3 ☐Small Business ☐Woman Owned ☐**Cooperative Purchasing by Other Governmental Entities**

Will you extend your pricing and terms to other governments (plus any additional charges for shipping) if they desire to use the award?

Yes ☐ No ☐

Elevator Maintenance Services Q1529**Solicitation Document B****Cost Information****Vendor:** _____

Location	Yearly Cost for this Site
Autumn Landing	\$
Cagle Terrace	\$
Isabella Towers	\$
KCDC Main Office	\$
KCDC Purchasing Office	\$
Love Towers	\$
Northgate Terrace	\$
The Verandas	\$
Grand Total	\$

Hourly rates for non-covered repairs: Regular Time \$ _____

Hourly rates for non-covered repairs: Non-Regular Time \$ _____

Regular Hours and Days include the following items with a check mark (except for the hours which must be entered):

Hours: _____ a.m. to _____ p.m.

Days:	Monday	<input type="checkbox"/>	Holidays:	January 1 st	<input type="checkbox"/>
	Tuesday	<input type="checkbox"/>		President's Day	<input type="checkbox"/>
	Wednesday	<input type="checkbox"/>		Martin Luther King Jr. Day	<input type="checkbox"/>
	Thursday	<input type="checkbox"/>		Good Friday	<input type="checkbox"/>
	Friday	<input type="checkbox"/>		Memorial Day	<input type="checkbox"/>
	Saturday	<input type="checkbox"/>		July 4 th	<input type="checkbox"/>
	Sunday	<input type="checkbox"/>		Labor Day	<input type="checkbox"/>
				Columbus Day	<input type="checkbox"/>
				Veteran's Day	<input type="checkbox"/>
				Thanksgiving and Day After	<input type="checkbox"/>
				Christmas Eve	<input type="checkbox"/>
				Christmas Day	<input type="checkbox"/>
				New Years Eve	<input type="checkbox"/>

Non-Regular Hours Include the times and days not indicated above.

Elevator Maintenance Services Q1529**Solicitation Document C****Vendor Business Information****Vendor:** _____

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work.

1. EXPERIENCE:

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

2. SAFETY:

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

3. PERSONNEL, EQUIPMENT & MATERIALS:

Area	Fulltime	Part Time
Clerical	_____→	
Management	_____→	
Technicians	_____→	
Total Employees working for your company	_____→	

2. Indicate your firm's continuing education program for your employees.

Add additional sheets if necessary

Elevator Maintenance Services Q1529**Solicitation Document E****Vendor References****Vendor:** _____

1. Provide client references as similar as possible to this work.
2. A company only be listed as a reference once even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via electronic survey means.

One

Name of the business that was serviced			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Approximate Dollar Value of the Contract	\$		

Two

Name of the business that was serviced			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Approximate Dollar Value of the Contract	\$		

Three

Name of the business that was serviced			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Approximate Dollar Value of the Contract	\$		

Elevator Maintenance Services Q1529

Solicitation Document F

Affidavits

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 contender 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 _____	

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)

- | | |
|---|---|
| <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 |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
