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Request for Written Quotes

MOLD REMEDIATION SERVICES

Solicitation Number	Q1815
Due Date	February 6, 2017
Due Time	11:00 a.m. EST
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  <p>Note: Procurement is in a separate building behind the main office building</p>
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
May responses be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Paper copies must also be provided, if the solicitation so indicates.
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	Not applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org .

Check KCDC's webpage for addenda and changes before submitting your response



General Information

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. KCDC intends for this solicitation to result in the selection of one supplier, at a pre-determined rate, to meet mold remediation needs as they periodically arise. Most of KCDC's needs arise in dwelling units consisting of single-family duplexes, townhouses, multi-family settings and high-rise structures located throughout Knoxville and in two locations in Knox County. Units may be occupied or vacant during the course of the work. Work may also occur in various administrative offices that KCDC owns.

2. **CHANGES AFTER AWARD**

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

3. **CODES AND ORDINANCES**

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

4. **CONTACT POLICY**

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

5. **EMPLOYEES**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.

- c. Enforce strict discipline and good order among his/her employees.
 - d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
 - e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
 - f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
 - g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means
6. **ENTRANCE TO SITES**
Supplier's employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants, or any person not working on KCDC's behalf will not accompany employees on KCDC sites.
7. **EQUIPMENT**
Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.
8. **EVALUATION**
KCDC will arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information. Supplier's location relative to KCDC locations will be a factor in the evaluation.
9. **GENERAL INSTRUCTIONS**
KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."
10. **INSURANCE**
The supplier shall maintain, at supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-:VI or better. Upon award, the supplier shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

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

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

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

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the supplier shall add by endorsement, KCDC its officials, officers, employees, and volunteers as an additional insured.

- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- d. *Pollution Liability Insurance:* pollution liability coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the supplier's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.
- e. *Other Insurance Requirements:* Supplier 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 supplier's insurance. If the supplier receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, supplier shall notify KCDC by email or fax within five

(5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

2. The certificate holder address shall read:

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

3. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by supplier's insurance) in the same manor and limits as specified for the supplier.

Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

7. 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.
 8. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
 9. All policies must be written on an occurrence basis.
- f. 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.

- g. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the supplier against any loss exposures, whether as a result of the project or otherwise.
- h. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

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

11. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to purchase order issuance.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only.

12. **LENGTH OF AWARD**

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

13. **LICENSURE**

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

14. **PERMITS**

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

15. **PRICE STRUCTURE**

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept the price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- b. KCDC does not pay fuel surcharges.

16. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Mold Remediation Services" in the subject line, at least five days prior to the due date.

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

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

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

Additional information is at:

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

18. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

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

19. **RESPONSIBILITIES**

At no expense to KCDC, the supplier will:

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

20. **SAFETY**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.

f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

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

Supplier will leave Safety Data Sheets (SDS) when installing covered items. Suppliers must be certain the manufacturer properly labels (including the appropriate hazardous material symbols) all products.

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

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

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

23. **SECURITY**

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

24. **STORM WATER AND STREET ORDINANCES**

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

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the Knox County's Storm Water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.

25. **SUBCONTRACTORS**

Subcontractors must:

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

26. **UTILITIES**

KCDC allows suppliers to use the utilities in unoccupied apartments.

27. **USE OF SOLICITATION FORMS**

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are asked to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

28. **WORK HOURS**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. However the supplier must understand KCDC's staff will not be on site or readily available after 4:00 p.m. during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

Special Requirements

29. **INTRODUCTION**

- a. The successful supplier will provide Mold Remediation Services for various KCDC agencies on an as needed basis. The successful supplier must be capable of performing the work outlined in this solicitation and follow all laws, specifications, procedures, protocols and industry best practices. Work at multiple sites may or may not occur concurrently.
- b. The requested services include but are not limited to:
 - Air purification/filtration due to physical, biological, and chemical stressors in buildings
 - Mold and mildew remediation on various surfaces
 - Water extraction and drying of carpeted areas, walls, hard flooring, furniture, et cetera
 - Application of a KCDC approved anti-microbial treatment to carpeted areas
 - The removal and disposal of water damaged or mold contaminated building systems

- c. Some work may occur on an emergency basis and as such, the supplier must be available to work twenty-four hours a day / seven days a week. KCDC defines emergency work as any work determined to require immediate response.
- d. Work that KCDC plans to submit to insurance companies for reimbursement requires the supplier to maintain very specific documentation of the existing damaged conditions prior to remediation services and specific documentation of material quantities and labor required to achieve the remediation. Documentation of existing damaged conditions, at a minimum, is to include pictures of the damaged areas and floor plans with the damaged areas mapped upon them.

KCDC will provide the floorplans if KCDC has such floorplans. If not, the supplier must produce a floorplan. Submit a statement of facts at the conclusion of each incident/project.

- e. Work includes furnishing all labor, materials, supplies, equipment and performing related operations to complete all work in accordance with the terms, conditions, and specifications contained in this solicitation satisfactorily.
- f. Supplier agrees to utilize only experienced, responsible personnel in the performance of work.
- g. Supplier will clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- h. Supplier will provide and replace consumables for rental operating equipment.
- i. Supplier will remove waste, surplus materials, trash/rubbish and construction debris from the site in accordance with industry standards; dispose of in legal manner; do not burn or bury.

30. **CERTIFICATION REQUIREMENTS**

- a. Certifying Associations:
 - ACAC American Council for Accredited Certification
 - IICRC Institute of Inspection, Cleaning and Restoration Certification
- b. On-site supervisors must hold appropriate certifications for water restoration and mold remediation from the Institute of Inspection Cleaning and Restoration (IICRC) and/or the American Council for Accredited Certification (ACAC).
- c. Supplier's labor staff should possess at least one of the following certifications from the American Council for Accredited Certification (ACAC) or the Institute of Inspection, Cleaning and Restoration Certification (IICRC): ACAC CMR - Council-certified Microbial Remediator IICRC AMRT - Applied Microbial Remediation Technician IICRC WRT - Water Damage Restoration Technician. Suppliers will send proof of certifications with their submittal.

31. **ESTIMATES**

- a. When needs arise, KCDC's staff and the supplier will visit each site and develop a specific project scope of work for that site. Both parties will agree on actual quantities, work type and a schedule. The supplier will submit a written proposal for each job based on the prices given in this bid. The proposal shall be based on:
 - Hours used for each labor classification (supervisor, laborer, et cetera).
 - Hours used for each equipment type and quantity.
 - Dates and time of completion of work shall be included.
 - Lump sum proposals are not accepted.
- b. All proposals and estimates are at no cost or obligation KCDC.
- c. Upon KCDC's acceptance, the proposal results in a firm, fixed price Purchase Order from KCDC. Purchase Orders may be amended with KCDC's specific approval to account for hidden unforeseen items encountered during performance of the work that were not determinable at the inception of the work.
- d. Compensation shall be based on actual hours worked and quantities of work performed.
- e. Travel time will be at the supplier's expense, including time used to purchase parts/materials. All prices in the bid shall be inclusive of any applicable trip charges and/or mileage.
- f. Suppliers will bill hourly rates with a one-hour minimum. Partial hours worked in excess of the initial one hour are billed to the closest ¼-hour increment. This means that, 1-15 minutes is ¼ hour; 16- 30 minutes is ½ hour, 31-45 minutes is ¾ hour. KCDC will verify all hours.
- f. If unit prices do not cover the work, then the supplier will develop a proposal using the contract labor cost, material cost and equipment rental cost.
- g. The mobilization charge occurs once per service call, even if the supplier must leave the job-site and return another time to complete the job.

32. **MISCELLANEOUS**

- a. In occupied units, it is the resident's responsibility to remove any personal items prior to the supplier performing required service.
- b. Supplier shall ensure that all utilities are operational and all units are secured properly at the end of each workday.
- c. Supplier shall protect surrounding areas of the units from damage during the course of the project.
- d. The Supplier shall perform all work in a safe and professional manner in accordance with the highest standards of the governing construction industry association.

33. **PERFORMANCE / EXECUTION OF WORK**

- a. Suppliers are encouraged to suggest ways in which costs can be reduced by product substitution, process modification or other means. However, in cases of dispute, KCDC shall make the final determination of work method.
- b. Any omission of a detailed description concerning any item shall be regarded as meaning that only best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement and confirmed by KCDC.
- c. In occupied apartments, KCDC must give 48 hours advance notice before work can commence—except in emergencies. If only a child under 18 is in the apartment, work may not take place.
- d. The supplier must take all precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- e. Upon completion of the work, the supplier shall remove all tools, equipment, and all debris from the premises and shall leave the premises clean and neat to KCDC's satisfaction. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final acceptance.
- f. The supplier shall be responsible for all necessary measurements and for the accurate quantification of all work.
- g. The supplier shall be responsible for maintaining a clean worksite and remove and dispose of debris in an appropriate and legal manner. Supplier is responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at the supplier's expense.
- h. The supplier will provide an emergency number for immediate contact for 24/7 services.
- i. After receiving a call from KCDC the supplier must respond by email, text or phone within 30 minutes of the initial request and be on-site within two hours of request acknowledgement, unless other arrangements are made with KCDC.
- j. The supplier shall provide KCDC an immediate assessment of the problem encountered within 30 minutes of arrival at site. If immediate remediation is not possible, they shall provide an accurate projection of expected start time to KCDC.
- k. The supplier shall immediately notify KCDC when it believes the work is complete and ready for final acceptance.

- l. KCDC may require the supplier to conduct post remediation air sampling by using volumetric spore traps. A microbial laboratory rated proficient in the American Industrial Hygiene Association (AIHA) Environmental Microbiology Proficiency Analytical Testing (EMPAT) program and accredited in the AIHA Environmental Microbiology Laboratory Accreditation Program (EMLAB) shall analyze the air samples. a. If air in the work area is atypical (for example, spores of Aspergillus/Penicillium or Stachybotrys dominate; or dissimilar diversity of spore genus, or total spore concentrations in the work area are significantly elevated relative to outdoor air concentrations), the supplier shall re-clean that area at no additional cost to KCDC.
- m. In the event that the post-remediation air test results do not meet the target criteria as specified in the Technical Specifications/ Microbial Remediation Work Guidelines, the supplier shall re-clean the remediation area and repaint with Foster's 40-20 or approved equal at no additional labor, material, or equipment costs to KCDC.
- n. If the work area passes the post-remediation inspection and clearance air sampling, supplier will remove the polyethylene sheeting containments and HEPA vacuum all work area surfaces. The supplier shall also HEPA vacuum all surfaces in adjacent interior spaces within 10 feet of the former location of containment barriers.
- o. The supplier must prepare and provide copies of all submittals that are required by governing or other authorities to KCDC.

34. **PERMITS AND FEES**

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

35. **QUALIFICATIONS**

Supplier's on-site supervisor shall have field experience with a minimum of five projects of similar scope of services having completed to the satisfaction of the project owner. Supplier's labor staff shall have experience and a minimum of three projects with similar scope of services having completed to the satisfaction of the project owner. Supplier shall return proof of qualifications with the supplier's bid.

36. **REMEDATION GUIDELINES**

The following EPA recommendations provide guidelines for work defined within the Contract Bid Documents, outlined in the following attachments.

- a. Table 1: Water Damage-Cleanup and Mold Prevention
- b. Table 2: Guidelines for Remediation Building Materials with Mold Growth Caused by Clean Water

37. **SUPPLIER RESPONSIBILITIES**

The supplier will:

- a. Provide competent supervisor as defined by OSHA 29 CFR 1926.32(f). While work is underway, the supervisor must be on-site at all times.
- b. Have all equipment needed for the job and arrive at the job site with sufficient equipment for the job.
- c. Utilize only experienced, responsible individuals in the performance of work.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- e. Consider all supplier employees, the sole employees of the supplier under its sole discretion and not employees or agents of KCDC. KCDC may require the supplier to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on KCDC property is not in KCDC's best interest.
- f. Be familiar with all applicable federal, state, county, city and Local laws, regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used.
- g. On completion of the work, will furnish satisfactory evidence to KCDC that the work is acceptable to the regulatory authorities having jurisdiction.
- h. Establish a complete Quality Control Program to assure the specified work requirements are met. The supplier's basic quality control program comes with the bid and includes a sample log prepared by the supplier showing the following information:
 1. Response Performance - this would record the time a call for service was received.
 2. The time the call was returned and the time of arrival at the site.
 3. The total elapsed time from receipt of call to arrival at the job site.
 4. The number of trips to the job site taken to complete each service.
 5. The number of supervisors and/or laborers required to complete each service.
 6. The log should also include the number of calls and the type of call to each location.
 7. A written description of the activity performed and suggest potential improvement to water extraction and mold remediation procedures.

38. **WARRANTY**

- a. The supplier is responsible for notifying KCDC any warranties or guarantees, and the terms contained therein.
- b. Labor, parts and materials have, at a minimum, one-year warranty from the date of issuance of Certification of Completion.

- c. The supplier expressly warrants that all items are new and free from defects, warranted for their merchantability and meet the performance specifications of the original equipment.

Technical Specifications

39. MICROBIAL REMEDIATION WORK GUIDELINES

- a. Understand the basic principles of microbial remediation and follow the guidelines set out in the following "Microbial Remediation Work Guidelines".
- b. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project, and with the methods for calibration and operation of such equipment.
- c. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures necessary to protect building occupants and remediation workers from such hazards:
 - 1. Follow safety industry standards and best work practices regarding mold remediation.
 - 2. Employ safe work practices in accordance with OSHA standards.
 - 3. Use Personal Protective Equipment (PPE) appropriately in accordance with OSHA regulations.
- d. Recognize the legal and liability issues surrounding microbial remediation.
- e. Properly address water damage in the indoor environment:
 - 1. Follow effective loss mitigation procedures after a water incursion.
 - 2. Follow completion procedures designed to return the property to a pre-loss condition.
- f. Conduct microbial remediation projects according to appropriate specifications:
 - 1. Define the scope of work for a remediation project according to relevant guidelines.
 - 2. Maintain thorough project documentation throughout the remediation process
- g. Perform structural remediation:
 - 1. Design and construct appropriate negative pressure containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
 - 2. Remove and dispose of damaged building materials when appropriate.
 - 3. Employ effective cleaning methods when appropriate.

- h. Perform contents remediation:
 - 1. Remove and dispose of damaged building contents when appropriate.
 - 2. Employ effective cleaning methods when appropriate.
- i. Prepare for post-remediation verification:
 - 1. Apply internal quality control procedures to determine when remediation has been completed.
 - 2. Complete appropriate project documentation.

40. **MICROBIAL REMEDIATION WORK GUIDELINES -GENERAL**

- a. These work guidelines apply to microbial remediation projects and include the removal and disposal of microbial contaminated materials. The purpose of these provisions is to prevent fungal spores from migrating to areas outside of the work area during remediation activities. These guidelines are in addition to the minimum guidelines developed by the New York City Department of Health "Guidelines on Assessment and Remediation of Fungi in Indoor Environments", ACGIH "Bioaerosols: Assessment and Control", OSHA "A Brief Guide to Mold in the Workplace", and IICRC 5520 "Mold Remediation Standard", which are referenced in their entirety.
- b. Non-porous (e.g., metals, glass, and hard plastics) and semi-porous (e.g., wood and concrete) materials that are structurally sound and are visibly moldy can be cleaned and reused. Cleaning should be done by HEPA vacuuming and wet wiping using a detergent solution. Supplier will remove and dispose of porous materials such as ceiling tiles and insulation, and wallboards with more than a small area of contamination. All materials proposed for reuse shall be dry and visibly free from mold. Supplier will conduct routine inspections to confirm the effectiveness of remediation work.
- c. Suppliers may not use gaseous ozone or chlorine dioxide for remedial purposes. Both compounds are highly toxic and contamination of occupied space may pose a health threat.

41. **GENERAL PROCEDURAL GUIDELINES**

- a. Supplier will use personnel trained in the handling of hazardous materials equipped with:
 - 1. Half-face respirators with high efficiency particulate air (HEPA) cartridges. Note: all workers shall be in compliance with OSHA 29 CFR 1910.134, Respiratory Protection
 - 2. Disposable protective clothing covering both head and shoes.
 - 3. Gloves
- b. Containment of the affected area:

1. Completely isolate work areas for the duration of the work by sealing off all walls, floors, openings, and fixtures in the work areas including, but not limited to, heating and ventilation supply air ducts and diffusers, return air ducts, return air grilles, common return air plenums, elevator shaft openings, doorways, corridors, windows, skylights, and lighting with polyethylene sheeting held securely in place. The building HVAC system shall be totally de-energized - no HVAC system airflow into or out of work area.
2. The isolation barriers for containment shall consist of the following fire retardant polyethylene sheeting:
 - I. Floors (concrete or carpet) - one layer of 6-mil polyethylene sheeting.
 - II. Walls and ceiling - one layer of 6-mil polyethylene sheeting.
 - III. Openings (including freestanding critical barriers) - one layer of 6 -mil polyethylene sheeting held in place by temporary supporting structures, as required.
 - IV. Stationary objects (including heating and ventilating ducts and diffusers, return air grilles, windows, light fixtures, plumbing fixtures, furnishings, and door leaves) -one layer of 6-mil polyethylene sheeting.
3. The decontamination unit shall consist of three separate chambers separated by air locks (three curtained) doorways of opaque 6-mil polyethylene sheeting.
4. The use of an air filtration device (AFD) with a HEPA (99.97% efficient at 0.3um diameter mono-disperse particles) filter to generate negative pressurization and a minimum of four air changes per hour during gross removal and then scrubbing the containment air during cleaning activities. SUPPLIER shall install a recording manometer to document the negative pressure and operate through final acceptance of air testing.
5. Maintain relative humidity between 40-50% RH during remediation and reconstruction by using dehumidifiers as required.
6. Maintain a temperature between 70-80 degrees F during remediation and reconstruction by using spot coolers as required.
7. Post warning signs at all entrances or openings to the enclosed work areas. Warning signs may be in the form of continuous plastic tape. The warning signs shall have black characters on a yellow background written in English and Spanish as follows: WARNING - DO NOT ENTER
 - Microbial Remediation Work in Progress
 - RESPIRATORY PROTECTION REQUIRED
8. Provide ground-fault circuit interrupters (GFCI) at all connections to KCDC's electrical system.

c. Construction of Barriers

1. Supplier must not disturb gypsum board or vinyl wall covering of exterior or interior mold contaminated walls while isolating work areas to prevent the release of fungal spores.
2. Ventilation ductwork and Air Handling Units (AHU's) undergoing insulation removal work must be isolated from other sections of ventilation ductwork by the use of airtight barriers within the interior cross-sectional area of the ductwork. Isolation barriers shall be a minimum of two-(2) layers of 6-mil polyethylene sheeting or equivalent barrier system.
3. Workers shall wear NIOSH approved respirators when installing isolation barriers if mold contaminated surfaces (mold contaminated perimeter walls, water-damaged ceiling tiles, any surface with visible settled dusts) are likely to be disturbed. Full negative pressure exhaust ventilation shall be in operation if disturbance is likely.

d. The work area and areas directly adjacent should be unoccupied.

e. Gypsum Board and Vinyl Wall Covering Removal:

1. Supplier will remove Gypsum board and attached vinyl wall coverings intact, leaving the vinyl wall covering attached to the gypsum board, and cutting out both materials as one piece to reduce the amount of spores released during demolition. Supplier will remove all gypsum board and drywall screws with care without damaging metal studs or metal furring.
2. Note that one entire side of all contaminated partitions may require removal (even if contamination does not extend the full height of the partition) to allow adequate cleaning of wall cavity surfaces.
3. Workers shall wrap manageable sections of contaminated gypsum board in 6-mil polyethylene sheeting securely taped to form an airtight seal. Debris and small pieces shall be placed in 6-mil polyethylene bags, sealed and then over-bagged with another 6-mil bag.
4. Where interior wall gypsum board is to remain, the supplier will remove vinyl wall covering with care to minimize damage to the gypsum board surface.
5. Supplier shall remove all painted gypsum board according to these procedures.
6. Remove and bag all porous insulation, such as fiberglass batt insulation or polystyrene bead board, in wall cavities of work areas.

f. Wood: All visually fungal-contaminated wood, if discovered during demolition, shall be removed and double-bagged in 6-mil polyethylene bags at the direction of COUNTY. If wood is a structural component, it shall be sanded, wire brushed, and cleaned to an acceptable level as determined by the CIH.

g. Ceiling Panels

1. Supplier shall remove visually contaminated or water-stained ceiling panels and place them in 6-mil polyethylene bags. Bags shall be sealed and HEPA-vacuumed before removing them from the containment area.
2. The ceiling suspension system, including wall angles, shall be damp wiped and HEPA vacuumed during the cleanup.

h. Carpeting: Black or brown water damaged carpeting shall be removed and rolled in manageable sections and wrapped in one layer of 6-mil polyethylene sheeting. Before removing it from the containment area, the supplier shall securely tape and HEPA-vacuumed the wrapping. Water soaked carpeting by clean water and no fungal contamination shall be steam cleaned HEPA vacuumed at the discretion of the County CIH.

i. The supplier will remove on-cleanable contaminated materials from the building in sealed 6-mil plastic bags. The supplier will clean the outside of the bags with a damp cloth and a detergent solution or HEPA vacuumed in the decontamination chamber prior to their transport to uncontaminated areas of the building. There are no special requirements for the disposal of moldy materials.

j. The contained area and decontamination room should be HEPA vacuumed and cleaned with a damp cloth and/or mop with a detergent solution and be visibly clean prior to air monitoring and the removal of isolation barriers.

k. The supplier will conduct post remediation verification air monitoring prior to occupancy to determine if the ambient air in the area is "normal" compared to outside air

42. **AIR QUALITY CONTROL**

a. Preparation

1. Before using an air-filtration device (AFD), SUPPLIER will start with a clean unit with new pre-filters. This extra step eliminates the possibility of cross-contaminating a clean space as fungal spores and other microbes can grow through any filter over time.
2. During the job, change pre-filters daily and the primary (HEPA) filter as soon as the pressure drop increases to the point where filtration efficiency begins to suffer. Higher quality air filtration devices are able to monitor pressure drop and alert you when filters need changing.

- b. For water damage restoration, an AFD should be placed in the center of the affected area. The AFD will draw in the surrounding air and return the filtered air back into the same environment. It will immediately begin drawing in air through the filter system and capturing airborne particles. When working in large areas or spaces that are divided by walls, doorways, or hallways, Supplier shall place several air filtration devices at strategic locations. For jobs requiring work area containment, the number of AFD's required should be calculated to provide at least four-(4) air changes per hour (ACH) in the containment work area.
- c. Maximizing circulation
 - 1. Contaminants in the air may not be evenly dispersed throughout a room or structure. It is possible for "stale" pockets of air to remain out of an AFD reach. These stale pockets may be in corners, closets, hallways, through doorways, or in any area that is isolated or blocked from the AFD air scrubber.
 - 2. The only way to truly filter an indoor structure is to place AFD's in several strategic locations. The goal is to eliminate stale pockets: several 500 CFM AFD units will provide a better environment than one 1500-2000 CFM unit. If conditions allow you may consider placing air-movers in a room or structure to specifically improve circulation of the indoor air for better filtration. You may also wish to duct the process air from the AFD air scrubber to another part of the structure to increase air circulation between rooms. More likely, you may need to place more than one AFD air scrubber throughout a structure to minimize stale pockets of air.
- d. Water damage remediation/restoration SUPPLIER will utilize AFD's on every water damage remediation/restoration job. The immense amount of airflow necessary for the evaporation of moisture from carpet, pad, drywall and other damaged materials also stirs up a vast amount of debris into the air from carpet, furniture, and ductwork. Use of AFD's air scrubber drastically reduces the number of these airborne particles and improves the quality of indoor air.
- e. Fire damage restoration Supplier will use AFD's on fire damage to not only reduce particle counts, but to reduce odors. As such, SUPPLIER will use carbon filters in the pre-filter stages to effectively capture organic vapor molecules that cause odors in addition to airborne debris stirred up by the restoration and reconstruction process.
- f. Dust control Supplier will use AFD's in any environment where dust is undesirable for reasons of safety or comfort. Situations may include Maintenance, Renovation or Remolding construction sites or as directed by the County.
- g. Odor Control To eliminate or remove organic vapor molecules from the air in addition to microscopic particles, Supplier will use carbon filter placed in the pre-filter stage of the AFD air scrubber. Applications include cleanup for fire, sewage, mold contamination, and even standard carpet cleaning jobs.
- h. Sewage remediation Supplier will use an AFD with carbon filter to help control odor and reduce the number of gaseous pollutants while remediating sewage damage.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow 
 Your signature indicates that you have read and agree to “KCDC’s General Instructions to Suppliers” on www.kcdc.org.

Printed Name and Title 

Company Name 

Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

Supplier’s e-mail address (Please Print Clearly) 

Addenda

Addenda are at www.kcdc.org. Click on “Procurement” and then on “Open Solicitations” to find addenda. Please check for addenda prior to submitting a bid.

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 Suppliers”), this business qualifies as:

Section 3 Small Business Woman Owned

Cooperative Procurement

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

Prompt Payment Discount

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

Mastercard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Suppliers: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

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

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

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ *insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization;*

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

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

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) *Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:*

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Supplier: _____

1. Supplier understands that all unit prices must be provided in the appropriate spaces on the following page. The unit prices shall include all labor, materials, overhead, profit, insurance, et cetera to cover the work specified.
2. Overtime charges begin when the supplier arrives at the job site, and end when the supplier leaves the job site.
3. Billable time shall be paid only for Time On The Jobsite.
4. When KCDC elects to have the supplier supply parts, materials and/or equipment and prices for them have not been established in this contract, the cost of these items will be on a "Pass-Through" basis. Supplier will charge KCDC the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the supplier's invoice(s) from its supplier for such parts, materials or equipment rental shall be submitted with the supplier's invoice for payment. In cases where the supplier manufactures his or her own parts, he or she will charge KCDC a price no higher than he or she charges his or her most favored customer. KCDC reserves the right to request verification.
5. Subcontractor pass-through items may not be at an hourly rate higher than the awarded supplier and any parts or materials provided by the subcontractor shall be on a "pass-thru" basis. Awarded supplier will not be reimbursed for hourly rates charged by their subcontractor that are higher than the hourly rates bid by the awarded supplier. Invoices and documentation shall be provided with copies of subcontractor's invoices as per "pass-through" requirements.
6. Proof of the pass-through cost shall be submitted with the invoice in order for the invoice to be processed for payment. Markup is not permitted for these pass-through costs. KCDC reserves the option to purchase and furnish parts if KCDC determines that the prices submitted by supplier are not fair and reasonable.
7. Allowance for purchase of parts, materials and equipment rental for undefined and unanticipated items required for completion of services pertaining to the scope of this contract such as consumable parts for rental equipment, miscellaneous materials such as plastic sheeting, leak diverters, ceiling tile clips, et cetera and special equipment rental as the need requires. Payment will be made at supplier's cost with no "mark-up" and shall be approved by KCDC.
8. Allowance for payment of dumping fees for disposal of contaminated material will be made at the supplier's cost with no "mark-up" and shall be approved by KCDC.

