



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699

865.403.1107 • Fax 865.594.8858

800.848.0298 (Tennessee Relay Center)

Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)

<http://www.kcdc.org/modules/vendor/business.aspx>

**Invitation for Sealed Bids**

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive sealed bids for the provision of **Interior Painting Services 2009** as detailed in the conditions and specifications listed herein.

**Due Date:** November 12, 2009.

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

**Pre-Bid Meeting Location:** KCDC's Board Room at 901 Broadway North

**Pre-Bid Meeting Date:** November 3, 2009

**Pre-Bid Meeting Time:** 8:30 a.m.

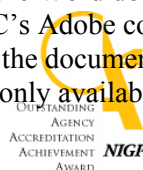
Please read this document prior to the meeting. Mark questions and bring this document with you.

**Bid Number:** C10020

**Deliver Bids to:** Knoxville's Community Development Corporation  
(Faxes and Emails are not acceptable) Purchasing Division  
901 Broadway N.E.  
Knoxville, Tennessee 37917

**Award Results** As soon as practicable, KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> has the details.

**MS Word Version:** This document is available in MS WORD format. If you are interested in obtaining the Word document, please email [purchasing@kcdc.org](mailto:purchasing@kcdc.org). Note that KCDC's Adobe copy of the document will remain the "official" version of the document. The Word version will not have some forms which are only available in Adobe format.



## **Special Instructions to Bidders**

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and Knox County in Tennessee. KCDC's public housing property portfolio includes 16 housing properties with 3,651 dwelling units. KCDC also oversees approximately 3,500 Section 8 Vouchers and 17 redevelopment areas.
- b. KCDC is examining its internal painting operation for potential cost savings. If, after a thorough examination of expenditures it is more cost effective to contract for these services, KCDC intends to hire a bidder to perform routine interior painting services at all of its locations. Bidders note that the evaluation process may take several months to conclude.

2. **ADDITION OR DELETION OF SERVICES**

KCDC reserves the right to add or delete services as the needs arise. If services are deleted, the bidder's payment will be lessened by the amount bid (subject to renewal increases). If services are to be added, KCDC and the bidder will arrive at a mutually agreed to price.

3. **CONTACT PERSONNEL**

It shall be essential to the success of this contract to develop a good working relationship with the successful bidder. It is imperative that the KCDC account be handled efficiently and professionally. KCDC should be assigned 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 successful bidder shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC so as to avoid any interruption of service.

4. **ENTRANCE TO KCDC SITES**

Only authorized employees of the successful bidder are allowed on KCDC property. Bidder's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the bidder.

5. **EVALUATION**

KCDC will evaluate the responses to this solicitation on the price. However all bids are subject to a determination of "responsive" and "responsible" prior to award.

6. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead they are available at [www.kcdc.org](http://www.kcdc.org). Then click on "Doing Business With KCDC." You will be able to find this document there. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." The bidder may wish to review certain applicable HUD instructions which are also located on KCDC's web site.

7. **IDENTIFICATION**

Employees of the bidder shall have proper identification displayed at all times while on KCDC property. All employees must wear a company uniform, have picture identification badges or other company identification at all times.

8. **INSURANCE**

*Upon award*, Certificates of Insurance must be provided to KCDC which show that the bidder carries at least the following minimum level of insurance:

- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.

- b. General Liability coverage with bodily injury and property damage limits of not less than \$700,000 per occurrence, \$300,000 per single person and \$100,000 property coverage.
- c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$700,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by KCDC.
- d. KCDC must be added as an additional insured as respects to this contract.
- e. A thirty (30) day cancellation notice must be provided.
- f. Any and all subcontractors must supply the above listed insurance requirements before they begin work.

9. **LENGTH OF AWARD**

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

10. **LICENSING**

All bidders must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***Copies of all such licenses and/or permits are to be submitted with the bid. Failure to submit copies of such may lead to bid rejection.*** Throughout the term of this contract, the bidder shall maintain the required current licenses.

11. **MATERIAL SAFETY DATA SHEETS (MSDS)**

Bidders are advised that MSDS must be provided for each product intended for use within the KCDC system. *Upon award*, submit the MSDS to the property managers at each site.

12. **PRICE STRUCTURE**

Vendors are to quote a specific price for each service listed herein.

- a. At the end of each contract term (one-year periods), the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. 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 contract.
- c. Price decreases are allowed at any time with or without notice.
- d. Fuel surcharges are not allowed.

13. **QUESTIONS**

Questions pertaining to this document should be submitted via email with "Questions about Interior Painting Services" in the subject line no later than one week prior to the bid opening to [purchasing@KCDC.org](mailto:purchasing@KCDC.org). The answers to substantial questions will be posted as addenda on KCDC's web page for all interested parties to review.

14. **REPRESENTATIONS**

The bidder represents and warrants:

- a. That the firm is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the firm 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 firm has carefully examined the plans, the specifications and the site of the work 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.

15. **RESPONSIBILITIES**

At no expense to KCDC, the bidder shall:

- a. Obtain all necessary licenses and permits and arrange for inspections by regulatory entities.
- 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 and/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 bidders.

16. **SAFETY AND PROTECTION**

- a. The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required by TOSHA, OSHA, EPA and AHERA.
- b. The bidder 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.
- c. The bidder shall ensure that the flow of vehicular traffic shall 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 bidder.
- d. KCDC does not assume any responsibility for the protection of or for loss of materials from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- e. The successful bidder shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

f. All buildings, appurtenances and furnishings shall be protected by the bidder 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 expense of the bidder.

17. **SCHEDULING OF WORK**

Bidder shall cooperate with KCDC officials in performing work so that interference with KCDC's functions will be held to a minimum.

17. **SITE EXAMINATION**

a. The bidder is encouraged to visit the site(s) and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The bidder shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions about the execution of the work.

b. The failure or omission of the bidder to receive or examine the 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 bidder of any obligation to perform as specified herein. Bidder understands the intent and purpose hereof and their obligations thereunder and that they shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

18. **SUBCONTRACTORS**

Subcontractors must be approved by KCDC. Additionally subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development. Subcontractors must submit insurance certificates as specified herein.

19. **WAGE COMPLIANCE**

The successful bidder 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.

a. Two forms will be 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 instruction will be supplied to the successful bidder.

b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of at Least
Painter	\$10.76	\$3.01	\$13.77

20. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. Work on Saturdays, Sundays or holidays will require advance approval by KCDC.

## **Scope of Work**

### **1. GENERAL REQUIREMENTS**

The bidder shall furnish all equipment and material, and it shall be commercial quality from a regular product line.

### **2. CLEAN-UP AND PRECAUTIONS**

- a. All rubbish accumulated from a job shall be removed from KCDC's premises by the bidder at his expense. No trash, paint buckets or other debris shall be placed in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. The set up area is to be protected from damage to surface of grounds. Extra precaution should be taken as not to damage surrounding building walls, landscaping, parking lots, and side walks.
- c. At completion of each assigned job, the bidder shall also remove any drippage of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced. Failure to do so when asked by the owner will result in the work being done and charged to the bidder.
- d. Bidder shall make every effort to prevent accidental spilling of paint materials. In the event of such spill, the bidder shall immediately remove all spilled materials and clean to the original condition prior to this spillage.
- e. All clean-up requirements will be completed before payment is made for a job.
- f. All work is to be completed at the convenience and safety of the occupants. If there are complaints from occupants about fumes, smells, et cetera, the bidder shall be required to immediately cease work and ventilate the area until the problem is corrected. The bidder will be required to reschedule the work at a time suitable to the occupants or devise a ventilation method that eliminates the problem. Any remedy used by the bidder will be done at no additional cost to KCDC.
- g. When using solvents for cleaning brushes or other chemicals, the bidder is required to capture or save the used chemicals for disposal as a hazardous waste. The cost of disposal is entirely the responsibility of the bidder. At no time shall the bidder improperly dispose of solvents or chemicals by dumping them into the sewer system or on the ground.

### **3. GUARANTEE**

Bidder shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one year from date of final acceptance. Within five calendar days of notification, the bidder shall correct such defects and/or deficiencies at his own expense. Final acceptance does not relieve bidder from responsibility for latent defects or deficiencies.

### **4. HOURLY RATE BASIS NOTES**

- a. Overtime must be authorized in advance by KCDC.
- b. Truck miles charges may not be added to the bill.

### **5. JOB CONDITIONS**

- a. Comply with manufacturer's recommendations as to environmental conditions under which coatings can be applied.

- b. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds paint manufacturers recommended limits. Avoid painting surfaces while they are exposed to hot sun.
- c. Do not apply coatings in areas with high dust content.
- d. Provide and post "Wet Paint" signs to protect newly painted surfaces.

6. **LABOR CHARGES**

Bidders shall include all costs (overhead, profit, insurance, workmen's compensation, unemployment insurance, social security, et cetera), in the hourly rate figures.

7. **MATERIALS:**

- a. KCDC reserves the right to specify precisely the types of materials to be utilized. Substitutes shall be approved by KCDC. Materials will be billed to the KCDC at bidder's cost.
- b. Bidder shall only use materials compatible with existing materials that will ensure proper bonding and longevity of surfaces.
- c. All finishes and colors shall match existing unless otherwise directed by KCDC.
- d. All tools and equipment used in the performance of the work (i.e. brushes, rollers, sanders, drop clothes, sandpaper, hand tool, et cetera) shall be provided by the bidder and included in the unit prices as overhead.

8. **PAINT APPLICATION**

- a. Bidder shall store, handle, mix, thin and apply all materials according to the manufacturer's specifications. Additionally the bidder shall comply with all applicable government regulations in storing, handling, mixing, thinning and applying materials.
- b. Install materials in accordance with manufacturer's instructions. Install material in proper relation with adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- c. Bidder shall provide all equipment necessary to safely accomplish the work. This includes electricity and water if they are not available on site.
- d. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.
- e. All paint in any one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- f. The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- g. All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.
- h. Only skilled painters shall be used for the work. Finished surfaces shall not show brush marks or other irregularities.

- i. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- j. All paint may be rolled or sprayed on all textured or plaster surfaces, provided bidder complies with all other requirements herein.
- k. Top, side, and bottom edges on all doors shall be painted.

9. **PAINTS TO BE USED:**

KCDC has established quality and control criteria for the paint used in its facilities. Below is the list of approved paints (or approved equals) that shall be used for servicing this contract. They are available at Pittsburgh Coatings.

- a. Interior Latex Flat-Wall: PPG-6-70-Line.
- b. Interior Latex Egg Shell Or Low Luster Enamel: PPG-6-411 Line.
- c. Exterior Latex Semi-Gloss House Paint: PPG 6-500 Line
- d. Exterior Flat Latex House Paint: PPG-72 Line
- e. Oil Based Enamel: PPG-6-282Series
- f. Water Based Epoxy (Interior): PPG-98-51 or 98-98 Series
- g. DTM Acrylic Enamel PPG-90-374
- h. Sun Proof Satin Acrylic Latex
- i. Kiltz or Equal

10. **PRODUCTIVE HOURS**

Man-hours paid under this contract shall be only productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery and/or for movement of bidder owned or rented equipment is not chargeable directly, but is overhead. Overhead costs shall be included in the fixed hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary tools of the trade.

11. **PROTECTION**

All surfaces, floors, and KCDC property not to be textured or painted shall be completely protected at all times. Furniture, floors, surfaces, and other KCDC property must be protected by covering with drop cloths or other type of covering, moving, masking, or employing detailed application methods. Any dropped paint shall be removed.

12. **QUANTITIES**

KCDC anticipates, but does not guarantee these or any quantities:

- a. 730 vacant units per year
- b. 110 occupied units per year



14. **SIZES OF AREAS TO BE PAINTED**

<b>Apartment Size</b>	<b>Average Square Footage of the Floor Area</b>	<b>*Average Square Footage of the Wall Area</b>	<b>Average Number of Apartments Painted Per Year</b>
0 Bedroom (Efficiencies)	370	1,250	182
1 Bedroom	600	1,800	182
2 Bedroom	770	2,290	228
3 Bedroom	980	2,820	136
4 Bedroom	1,160	3,000	91
5 Bedroom	1,300	3,780	91
<b>TOTAL</b>			<b>**910</b>

- a. Various two and three bedroom apartments at Lonsdale Homes, Christenberry Heights, Vista, and Hope VI may have the equivalent square footage to a four or five bedroom apartment due to the redesign.
- b. The apartments at Bakertown and Virginia Walker are to be compared to Montgomery Village's 1, 2, 3, and 4 bedroom apartments.

\* Includes average wall and ceiling area  
 \*\* 15% of units occupied, 85% vacant apartments

14. **SURFACE PREPARATION**

- a. Bidders shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs and door facing) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- b. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting.
- c. Newly constructed wall surfaces shall have all drywall nails/screws filled, seams properly taped, scratched and sanded prior to the application of texture and paint.
- d. Outside corners shall have metal corner bead installed prior to taping and floating (unless otherwise instructed).
- e. Existing textured walls shall have all voids, cracks, holes, et cetera filled with a compatible material and be clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint.
- f. Plaster wall surfaces are to be cleaned, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.
- g. All exterior surfaces except windows are to be pressure cleaned to remove dirt, stain, and mildew prior to painting.
- h. The doors, frames, and trim are to be properly sanded and prepped prior to the application of any enamel paint.

15. **TURNAROUND TIME**

Work shall be completed within three business days of official notification to the vendor.

**Exhibit A List of Sites**

<b>Location</b>	<b>Number of Apartments</b>	<b>Number # of Buildings</b>	<b>Social Hall, Common Areas, Office, Maintenance Shop, gyms, etc.</b>	<b>Type</b>
Austin Homes 957 East Hill Avenue	129	27	1	Family Style
Bakertown Apartments 2639 Bakertown Road	95	12	1	Family Style
Cagle Terrace 515 Renfro Drive	274	2	5	High rise
Christenberry Heights 712 Breda Drive	268	103	2	Family Style
Isabella Towers 1515 Isabella Circle	240	2	4	High rise
KHDC Duplexes	22	11	0	Family Style
Lee Williams 317 McConnell Street	270	42	1	Family Style
Lonsdale Homes 202 Minnesota Avenue	260	63	2	Family Style
Love Towers 1171 Armstrong Avenue	249	2	3	High rise
Main Office Complex (two buildings) 901 Broadway North	0	2	0	Office Complex
Mechanicsville 202 Minnesota Avenue	26	13	0	Family Style
Montgomery Village 4530 Joe Lewis Road	452	78	3	Family Style
Northgate Terrace 4301 Whittle Springs Road	277	1	7	High rise
Passport Homes/Residences	83	48	0	Family Style
Supportive Maintenance Cornelius Avenue	0	2	0	Offices/Shop
The Verandas 107 Flenniken Avenue	42	1	2	Family Style
Valley Oaks* 3504 Oak Branch Circle	48	2	0	Family Style
Virginia Walker Apartments 6331 Pleasant Ridge Road	102	8	1	Family Style
The Vista 957 East Hill Avenue	175	21	1	Family Style
Walter P. Taylor Homes 317 McConnell Street	230	41	2	Family Style
Western Heights 1621 Jourolmon Avenue	688	159	2	Family Style

\*Under major renovation –will not come online until September 2010.

**THIS AND THE PRECEDING PAGES NEED NOT BE RETURNED WITH YOUR RESPONSE**

Interior Painting Services 2009 C10020

**Solicitation Document A      General Response Section**

**General Information about the Bidder**

**Sign Your Name to The Right of the Arrow**



<b>Date</b>	
<b>Printed Name and Title</b>	
<b>Company Name</b>	
<b>Federal EIN/Social Security Number</b>	
<b>Dun &amp; Bradstreet Number</b>	
<b>Street Address</b>	
<b>City/State/Zip</b>	
<b>Contact Person (Please Print Clearly)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Cell Number</b>	
<b>Vendor's e-mail address (Please Print Clearly)</b>	

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

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

Addenda are not mailed but posted at [www.kcdc.org](http://www.kcdc.org). Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting your bid.

**Statistical Information**

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

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

**As defined on KCDC's webpage, this business qualifies as being:**

Small Business  Section 3  Woman Owned

**Solicitation Document B      Cost Section**

Bidders are to provide a price per unit type for painting services. Additionally bidders are to provide an hourly rate for painting services. KCDC will normally use the per unit rate. However, there may be other applications that are more conducive to an hourly rate basis.

**DO NOT ALTER KCDC'S PRICING STRUCTURE**

<b>Type</b>	<b>Cost</b>
<b>One Bedroom Unit</b>	\$
<b>Two Bedroom Unit</b>	\$
<b>Three Bedroom Unit</b>	\$
<b>Four Bedroom Unit</b>	\$
<b>Five Bedroom Unit</b>	\$
<b>Rate per hour for other non-specified work such as the exteriors of apartment buildings, railings, clothesline posts, interiors of offices, gyms and shops.</b>	\$
<b>Rate per hour for painting curbs, paint handicap accessible parking in parking lots, restripe parking lines as needed.</b>	\$
<b>Rate per hour for pressure washing various sizes of concrete pads, retaining walls, sidewalks, steps, brick, to remove dirt, mildew, graffiti. (Gang related graffiti must be removed the next business day.) Pressure wash decks, handicap ramps, water seal with Thompson Water Seal or equal.</b>	\$

**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 firm:	
Failed to complete a contract?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Pending judgment claims or suits against firm?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?	

**2. SAFETY:**

Have you had any OSHA 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 <b>YES</b> to either of the above questions, you <b>MUST</b> submit, on a separate sheet, the details describing the circumstances surrounding each incident.	

**3. PERSONNEL, EQUIPMENT & MATERIALS:**

How many total employees does your company employ		
<b>Area</b>	<b>Fulltime</b>	<b>Part Time</b>
Clerical		
Number of Supervisors to Service KCDC		
Number of Painters to Service KCDC		
Other		



**Solicitation Document D      References**

**Provide references as similar as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.**

**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	\$		

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

**NON-COLLUSION AFFIDAVIT**

1. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
2. Such bid is genuine and is not a collusive or sham bid;
3. Neither the said firm 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 bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**AFFIDAVIT OF ELIGIBILITY**

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

**ILLEGAL IMMIGRANTS**

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.
2. By signing below the bidder agrees that:
  - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.
  - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
  - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.



**DRUG FREE WORK PLACE AFFIDAVIT**

1. The undersigned, principal officer of \_\_\_\_\_, an employer of five or more employees contracting with Knoxville's Community Development Corporation to provide construction services, hereby states under oath as follows:
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.  
The Company is in compliance with T.C.A. 50-9-113.

The undersigned bidder hereby acknowledges receipt of the above applicable law and verifies that the bid he/she has submitted in response to this solicitation is in full compliance with the listed requirements. Further, the bidder verifies that he/she will, if awarded a contract by KCDC as a result of the above noted IFB, submit to KCDC documentation that will verify compliance with the requirements of the above Section 1605.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

<b>ENVELOPE COVER SHEET</b>
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**Bid Information**

<b>Project Name</b>	Interior Painting Services
<b>Bid Number</b>	C10020
<b>Bid Opening Date</b>	November 12, 2009
<b>Bids are due by</b>	11:00 a.m.
<b>Bids are delivered to</b>	KCDC's Purchasing Division at 901 Broadway N in Knoxville, Tennessee 37917
<b>Bidder Information</b>	
<b>Bidder</b>	
<b>State License Number</b>	
<b>License Classification</b>	
<b>License Expiration Date</b>	

# 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.

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**Signature & Date:**

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**Typed or Printed Name:**

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**Title:**

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