



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

Invitation for Sealed Bids

EXTERIOR LIGHTING UPGRADES AT FOUR KCDC PROPERTIES:

- CAGLE TERRACE**
- ISABELLA TOWERS**
- LOVE TOWERS**
- NORTHGATE TERRACE**

Bid Number: C17025
Due Date: 11:00 a.m. (Eastern Standard Time) on February 3, 2017

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

Pre-Bid Meeting 9:00 a.m. on January 26, 2017 in KCDC's Board Room at 901 Broadway N. in Knoxville. Site visits will occur after this meeting.

Please read this document before the meeting and be prepared to ask your questions about it.

Questions: Submit questions to purchasinginfo@kcdc.org

Deliver Bids to: Knoxville's Community Development Corporation
Procurement Division
901 Broadway N
Knoxville, Tennessee 37917

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

The Pre-Bid meeting is mandatory: **Yes** **No**

Award Results: KCDC posts both a summary of the bids received and the award decision to its web page at: <http://www.kcdc.org/procurement/>

Electronic Copies: Vendors are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.



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 the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
- b. KCDC has four properties that need exterior light upgrades. This solicitation's purpose is to select a vendor to accomplish the required upgrades described herein. KCDC wants one responsible and highly qualified vendor to handle this work in a professional and expeditious manner.
- c. The properties needing the work described herein are:
 - Cagle Terrace
 - Guy B. Love Towers
 - Isabella Towers
 - Northgate Terrace

2. **BONDS**

Bid, payment and performance bonds are required if the bid exceeds \$100,000 in value. Bonding requirements include:

- a. A bid guarantee from each vendor equivalent to five percent (5%) of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. One of the following is required (upon award):
 1. A performance and payment bond for 100% of the contract price; or
 2. 25% cash escrow; or
 3. 25% irrevocable letter of credit.
- c. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. **CHANGES AFTER AWARD**

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

4. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed. The successful vendor and any sub-contractors must fulfill all requirements of the local building department and fire jurisdiction.

5. **CONTACT POLICY**

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

6. **CONTRACT DOCUMENTS**

KCDC has posted a prototype of its standard contract and rider that will be used to its webpage. Please review these documents before you submit a bid.

7. **DAMAGE**

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

8. **EMPLOYEES**

Vendor 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 the English language in order for KCDC's representatives to communicate effectively with the vendor.

9. **ENTRANCE TO SITES**

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

10. **EQUIPMENT**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work. The cost for such equipment, materials and supplies is to be included in the pricing quoted.

11. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process. This includes references and business capacity information.

12. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in this document. These instructions are at www.kcdc.org. Click on “Procurement” and scroll down to “Resources.” By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.”

13. **IDENTIFICATION**

The vendor’s employees will have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name. If the vendor’s employees drive their vehicles to the work site, the vehicle identification requirements apply.

14. **INSURANCE**

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

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

- a. Commercial General Liability Insurance: occurrence version commercial general liability insurance with a limit of not less than \$2,000,000 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 \$3,000,000.

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

The Additional Insured shall read “Knoxville’s Community Development Corporation (KCDC)”.

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

- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- d. *Builder's Risk:* coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Contractor agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

Coverage shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's services and expenses required as a result of such insured loss. Insurance is to cover all property of contractor (and its subcontractors) and KCDC at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. Such policy shall provide that any loss thereunder shall be payable to the contractor, KCDC, and others as their interests may appear and shall also have a replacement cost endorsement.

- e. *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 contractor'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.

f. *Other Insurance Requirements:* Contractor shall:

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

The certificate holder address shall read:

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

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

General Liability – limits of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate, it shall apply separately to the work/location for this contract or be no less than \$2,000,000.

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

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.

7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
- g. 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.
- h. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

15. **INVOICING/ORDERING**

- a. Vendor must submit invoices within 90 days of the date the goods or services were provided. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.
- b. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the vendor. KCDC will not pay taxes shown on invoices.
- c. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Vendors will need to set up their access to KCDC’s Vendor Portal to track actual payments made.

16. **LICENSURE**

- a. Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the vendor shall maintain the required licenses.
- b. In addition to any City or County licenses that may be required, all vendors must be licensed vendors as required by the “Vendor’s Licensing Act of 1994” as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Vendors. For your convenience, a bid envelope coversheet is at the end of this document. Use it to supply the required information.

c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Vendor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.

- ✓ BC
- ✓ CE

17. **LIQUIDATED DAMAGES**

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

18. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and of high quality. Work shall be accurate, skilled and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction.

19. **MEASUREMENTS AND DRAWINGS**

Complete responsibility for the final determination of dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions. Where the vendor's work is to join another trade, the vendor's shop drawings shall show actual dimensions and the method of joining the work of those trades.

20. **PERMITS**

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

21. **QUESTIONS**

Submit questions via [email](mailto:purchasinginfo@KCDC.org) with "Questions about Exterior Lighting" in the subject line to purchasinginfo@KCDC.org.

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

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

To the best of KCDC's knowledge RRP applies to this work: 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/>

23. **REPRESENTATIONS**

By submitting a response, the vendor represents and warrants:

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

24. **RESPONSIBILITIES**

At no expense to KCDC, the vendor will:

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

25. **SAFETY**

- a. The vendor 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 vendor shall ensure that the flow of vehicular traffic is impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The vendor will protect all buildings, appurtenances and furnishings from damage. The vendor shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Vendor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

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

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

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

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

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities.

Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful vendor will 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.

28. **SECURITY**

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

29. **SITE EXAMINATION**

- a. Vendors are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.

- b. The failure or omission of the vendor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its bid.

30. **STORAGE**

KCDC sites have limited storage space for vendors to access. Accordingly, vendors are responsible for the storage of materials and their security. If possible, KCDC will allow vendors to use space but the safety and security of the items stored is solely the responsibility of the vendor.

31. **STORM WATER AND STREET ORDINANCES**

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

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Additional information about NPDES, BMPs, and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage: (<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- e. The successful vendor is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm water and Street Ordinances. The vendor will be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. Such charges will be deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

32. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.

- b. Not be on HUD’s Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC’s permission.
- e. Comply with the Davis Bacon requirements and submit certified payrolls.

33. **TIME FOR COMPLETION**

Once the notice to proceed is given, the vendor will complete the work within **240** calendar days.

34. **UTILITIES**

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

35. **WAGE COMPLIANCE (DAVIS BACON REQUIREMENTS)**

- a. Federal Davis Bacon Wage Requirements apply to this work. The successful vendor will:
 - Submit certified payrolls showing compliance with the Davis Bacon requirements herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
 - Must pay its employees at least weekly pursuant to the Davis Bacon determination listed herein.
 - Will display all pages of Wage Posters, in a “prominent spot” at the job site. These are available from the Procurement Division.
 - Will allow KCDC to conduct on-site Davis Bacon interviews of the vendor’s employees. KCDC will use HUD forms and record the information.
 - Classify employees by the applicable Davis Bacon classification. Classifications are determined by the work performed and the tools used-not on titles.
- b. General Decision Information

General Decision Number	TN170093
Date	01-06-2017
State	Tennessee
Construction Types	Building



County	Knox County in Tennessee
Residential	Building Construction Projects (does not include single-family homes and apartments up to and including 4 stories.
Modification Number	0

c. Classifications and rates:

Classifications and Rates	Rate	Fringe 1	Fringe 2
Boilermaker	\$25.68	\$18.75	NA
Bricklayer	\$23.62	\$2.07	NA
Carpenter (including drywall hanging but excluding cabinet installation and scaffold building)	\$14.79	\$0.25	NA
Drywall Finisher/Taper	\$14.09	\$0.24	NA
Electrician (including alarm installation)	\$24.17	\$10.31	NA
Glazier	\$14.89	\$2.69	NA
HVAC Mechanic (HVAC System Installation Only. Excludes installation of HVAC pipe and Duct)	\$12.75	\$1.49	NA
Ironworker, Structural and Reinforcing	\$24.36	\$12.93	NA
Laborer: Common or General	\$12.62	\$2.45	NA
Laborer: Mason Tender-Brick	\$12.74	\$0.00	NA
Laborer: Roof Tearoff	\$9.75	\$0.49	NA
Operator: Bobcat/Skid Loader	\$17.05	\$0.00	NA
Operator: Mechanic	\$18.33	\$3.67	NA
Operator: Paver (Asphalt, Aggregate and Concrete)	\$13.50	\$0.00	NA
Operator: Roller	\$13.98	\$0.00	NA
Pipe Fitter (Including HVAC Pipe Installation)	\$28.68	\$12.20	NA
Plumber (Excluding HVAC Pipe Installation)	\$18.73	\$4.23	NA
Roofer: Built Up Roof	\$12.74	\$0.00	NA
Roofer: Rubber Roof	\$16.82	\$4.77	NA
Roofer: Single Ply Roof	\$16.50	\$0.32	NA
Sheetmetal Worker. Including HVAC Duct and Metal Roof Installation but excluding metal siding/wall panels.	\$14.88	\$1.48	NA
Tile Finisher	\$10.00	\$0.74	NA
Truck Driver: Dump Truck, Materials Truck and Pickup Trucks	\$12.56	\$0.00	NA
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.			

d. Vendors may not “use a classification” because there is not one listed that exactly identifies the work performed. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). To request an additional classification:

1. Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees agree with the rate and are in agreement with the rate. The rate must bear a reasonable resemblance to other rates on the classification.



2. If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Contractor who then sends a cover letter to KCDC officially requesting the classification.
 3. KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the vendor revise the request.
 4. HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
 5. The Department of Labor will either approve the request or recommend a different minimum rate.
 6. HUD will notify KCDC of the decision.
 7. Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the vendor. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.
- e. These requirements apply to all subcontractors that used by the successful vendor.
- f. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid. In all cases however, KCDC is required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

36. **WEATHER**

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

a. **EXTENSIONS OF CONTRACT TIME**

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

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

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

JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
7.4	7.5	8.1	7.3	7.9	7.1	7.8	6.0	4.8	5.2	7.2	7.9

c. ADVERSE WEATHER AND WEATHER DELAY DAYS

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

d. DOCUMENTATION AND SUBMITTALS

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

e. APPROVAL BY OWNER

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

37. **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 requires KCDC's advance approval.

Scope of Work

38. **GENERAL COMMENTS**

The successful vendor will provide all labor, materials and equipment to remove existing lighting (as indicated) and install the new (furnished by the vendor) lighting at these locations.

- a. The specified items are from SE Lighting Solutions. KCDC will accept or equals as detailed below.
- b. Any damaged or additional wiring, junction boxes, conduit, covers, existing phot cells are to be replaced/installed at an additional charge and must be approved by KCDC prior to service.
- c. Surface mount light fixtures are to be level and all fixtures secured properly.
- d. Vendor will test the lighting at each property after installation. The vendor will repair or replace any fixtures not operating properly prior to payment.
- e. Vendor shall complete a punch-list prior to final payment.
- f. All work shall be professional and guaranteed/warranted for one year.
- g. All work shall meet or exceed all building product manufacturer's recommendations.
- h. Vendor shall visit and inspect the jobsite and must confirm all counts and measurements.

39. **CAGLE TERRACE**

- a. Entrance/Sidewalk
 - i. LED Post Top Circular Area Lights (100 watt) – 5 units
 - ii. LED Canopy Lights (45 watt) – 6 units
- b. Parking Lot
 - i. LED Street/Area Lights (150 watt) – 24 units (with Slip Fit Mount)
 - ii. Pole Top Mount Bracket (Bullhorn 3 Fixture Tenon Bracket)-6 units
- c. Exterior Stairs

- i. LED Canopy Lights (45 watt) – 68 units
- d. Exterior Wall Lighting
 - i. LED Wall Pack Lights (80 watt) – 3 units
- e. Courtyard Lighting
 - i. LED Post Top LED Acorn Lights (60 watt) – 3 units
- f. Flag Pole
 - i. Use existing LED Flood Lights from Love Towers parking lot poles– 1 unit
- g. Light Fixture Summary

Description	Model Number from SE Lighting Solutions	Quantity Needed
LED Canopy Light - 45 Watt	SE-CL5K-W45 (White)	74
LED Wall Pack - 80 Watt	SE-WP5K-W80(Brown)	3
LED Post Top Circular Area Lights - 100 Watt	SE-PTD5K-W100 (Brown)	5
LED Post Top Acorn Light - 60 Watt	SE-CL03A-60W-110V-5000K (Brown)	3
LED Street Light - 150 Watt	SE-SL50K-W120-03, Brown, 100-277V	24
Pole Top Mount Bracket	“Bullhorn 2 Fixture Tenon Bracket”	6

- h. Specification Sheet Download Site:
<https://www.dropbox.com/sh/jxa97bwgpg5d0t25/AACOk0Z1R5MHnmOXBwFVTs7Sa?dl=0>

40. **ISABELLA TOWERS**

- a. Low-Rise Lighting
 - 1. Porch/Sidewalk
 - i. LED Pedestal Walkway Lights (7.5 watt) – 12 units (Will require new anchor placement before installation)
 - ii. LED Mini Wall Pack Lights (45 watt) – 32 units
 - 2. Exterior Wall Lighting/Courtyard
 - i. LED Wall Pack Lights (40 watt) – 9 units
 - ii. LED Post Top Acorn Lights (60 watt) – 3 units (Will require pole top square to round tenon mount)
 - iii. LED Street/Area Lights (60 watt) – 7 units (with Horizontal Surface Mount)
- b. High-Rise Lighting
 - 1. Entrance/Walkway/Porch
 - i. LED Tri-Proof Lights (50 watt) – 6 units
 - ii. LED Canopy Lights (45 watt) – 4 units

- 2. Parking Lot
- 3. Exterior Wall Lighting
 - i. LED Wall Pack Lights (80 watt) – 9 units
 - ii. LED Mini Wall Pack Lights (20 watt) – 1 unit
- c. Parking Lot / Flag Pole
 - i. LED Street/Area Lights (150 watt) – 11 units (with Horizontal Surface Mount)
- d. Light Fixture Summary

Description	Model Number from SE Lighting Solutions	Quantity Needed
LED Canopy Light - 45 Watt	SE-CL5K-W45 (White)	4
LED Security Mini Wall Pack - 20 Watt	SE-SWP5K-W20 (Brown)	33
LED Wall Pack - 40 Watt	SE-WP5K-W40-HL – (Brown)	9
LED Wall Pack - 80 Watt	SE-WP5K-W80 (Brown)	9
LED Post Top Acorn Light - 60 Watt	SE-CL03A-60W-110V-5000K (Brown)	3
LED Street Light - 150 Watt	SE-SL50K-W120-03, Brown, 100-277V, Surface	11
LED Street Light - 60 Watt	SE-SL50K-W60-03, Brown, 100-277V, Surface	7
Pole Top Mount Bracket	“Square Pole to Round Single Tenon Mount”	3

- e. Specification Sheet Download Site:
<https://www.dropbox.com/sh/jxa97bwgpd5d0t25/AACOk0Z1R5MHnmOXBwFVTs7Sa?dl=0>

41. **LOVE TOWERS**

- a. Tower A Lighting
 - 1. Entrance/Sidewalk
 - i. LED Post Top Circular Area Lights (100 watt) – 2 units
 - ii. LED Canopy Lights (45 watt) – 1 units
 - 2. Parking Lot
 - i. LED Street/Area Lights (150 watt) – 12 units (with Slip Fit Mount)
 - 3. Balconies
 - i. LED Canopy Lights (45 watt) – 8 units
 - 4. Exterior Wall Lighting
 - i. LED Wall Pack Lights (90 watt) – 2 units
 - ii. LED Security Mini Wall Pack Light (20 watt) – 2 unit
- b. Tower B Lighting

1. Entrance/Walkway
 - i. LED Post Top Circular Area Lights (100 watt) – 2 units
 - ii. LED Canopy Lights (45 watt) – 1 units

2. Parking Lot
 - i. LED Street/Area Lights (150 watt) – 14 units (with Slip Fit Mount)
 - ii. Pole Top Mount Bracket (Bullhorn 3 Fixture Tenon Bracket) – installation requires 2 units

3. Balconies
 - i. LED Canopy Lights (45 watt) – 10 units

4. Exterior Wall Lighting
 - i. LED Wall Pack Lights (90 watt) – 2 units
 - ii. LED Security Mini Wall Pack Lights (20 watt) – 2 units

- c. Courtyard Lighting
 1. Walkways/Seating
 - i. LED Post Top LED Acorn Lights (80 watt) – 20 units

 2. Bicycle Rack Area
 - i. Post Top LED Acorn Lights (80 watt) – 2 units
 - ii. Remove Flood Lights and Terminate Power Supply (The 2 LED Post Top Light will supply adequate lighting for area).

 3. Flag Pole
 - i. Use the (Existing LED) floodlights from the parking lot poles – 2 units
 - ii. Side of Pole Bracket (Single Flood Bracket for Round Pole) – installation requires 2 units.

- d. Generator
 - i. LED Street/Area Lights (120 watt) – 1 unit (with Horizontal Surface Mount)

- e. Light Fixture Summary

Description	Model Number from SE Lighting Solutions	Quantity Needed
LED Canopy Light - 45 Watt	SE-CL5K-W45 (White)	20
LED Security Mini Wall Pack - 20 Watt	SE-SWP5K-W20 (Brown)	4
LED Wall Pack - 90 Watt	SE-WP5K-W90-HL – (Brown)	4
LED Post Top Circular Area Lights - 100 Watt	SE-PTD5K-W100 (Brown)	4
LED Post Top Acorn Light - 80 Watt	SE-CL03A-80W-110V-5000K (Brown)	22
LED Street Light - 150 Watt	SE-SL50K-W150-03, Silver, 100-277V	26
LED Street Light - 120 Watt	SE-SL50K-W120-03, Brown, 100-277V	1

Side of Pole Bracket	“Single Flood Bracket for Round Pole”	2
Pole Top Mount Bracket	“Bullhorn 3 Fixture Tenon Bracket”	2

f. Specification Sheet Download Site:

<https://www.dropbox.com/sh/jxa97bwgp5d0t25/AACOk0Z1R5MHnmOXBwFVTs7Sa?dl=0>

42. **NORTHGATE TERRACE**

a. Entrance/Sidewalk

i. LED Canopy Lights (45 watt) – 6 units

b. Parking Lot

i. LED Corn Bulb – Mogul Base (80 watt) – 9 units

ii. LED Street/Area Lights (60 watt) – 6 units (with Flood Bracket Mount)

c. Exterior Wall Lighting

i. LED Wall Pack Lights (80 watt) – 1 units

ii. LED Security Mini Wall Pack Lights (20 watt) – 2 units

d. Courtyard Lighting

i. LED Post Top LED Acorn Lights (60 watt) – 8 units

e. Flag Pole

i. Use existing LED Flood Lights from Love Towers parking lot poles– 1 unit

f. Light Fixture Summary

Description	Model Number from SE Lighting Solutions	Quantity Needed
LED Canopy Light - 45 Watt	SE-CL5K-W45 (White)	8
LED Wall Pack - 80 Watt	SE-WP5K-W80(Brown)	1
LED Security Mini Wall Pack - 20 Watt	SE-SWP5K-W20 (Brown)	2
LED Post Top Acorn Light - 60 Watt	SE-CL03A-60W-110V-5000K (Brown)	8
LED Street Light - 60 Watt	SE-SL50K-W60-03, Silver, 100-277V , Flood	6
LED Corn Lamp -80 Watt	SE-CLB5K-W80 (E39 Base)	9

g. Specification Sheet Download Site:

<https://www.dropbox.com/sh/jxa97bwgp5d0t25/AACOk0Z1R5MHnmOXBwFVTs7Sa?dl=0>

43. **DEMOLITION/CLEANING**

a. Remove/dispose of all items to be removed or replaced (per local disposal requirements).

b. The vendor is responsible for disposal/removal costs.

- c. The repair and finish of adjacent material where items were removed is the vendor's responsibility.

44. **CHANGE ORDER PROCEDURES**

Should unknown conditions or the need to vary work arise, the vendor will request a change order in writing. The request shall include the scope, the conditions, the cost and other pertinent factors. If approved, KCDC will issue a change order for approved variations in work.

45. **SCHEDULE OF VALUES**

- a. Coordinate the preparation of the Schedule of Values with preparation of the Construction Schedule.
 - 1. Submit a preliminary Schedule of Values upon request from the Owner.
 - 2. Submit final Schedule of Values to Owner's Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- b. Format and Content: Use the Schedule of Values form for a list of line items to include.
 - 1. Use AIA Form G702 and G703 for format.
 - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 3. Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use the information indicated in the Contract Documents to determine quantities.
 - 4. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - 5. List Change Orders as individual line items separate from base fee.

46. **APPLICATIONS FOR PAYMENT**

- a. Each Application for Payment shall be consistent with previous applications and payments as certified by KCDC and paid for by Owner.
- b. Initial Application for Payment, Application for Payment at time of Substantial Completion and the final Application for Payment involve additional requirements.
- c. The date for each progress payment is decided at the preconstruction meeting but is no less than once a month.

- d. Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. Additional HUD forms may be required and will be discussed at the pre-construction meeting.
- e. Application Preparation: Complete every entry on the form. Notarize and execute it by a person authorized to sign legal documents on behalf of the vendor.
 - 1. Entries shall match the data on the Schedule of Values and Vendor's Construction Schedule. Use updated schedules if revisions occur.
 - 2. Include the amounts of Change Orders and Construction Change Directives issued before the last day of the construction period covered by application.
- f. Submit 2 signed and notarized original copies of each Application for Payment to KCDC. All copies shall include waivers of lien and similar attachments if required.
- g. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - o List of subcontractors
 - o Schedule of Values
 - o Contractor's Construction Schedule (preliminary if not final)
 - o Submittals Schedule (preliminary if not final)
 - o Copies of building permits
 - o Copies of authorizations and licenses from authorities having jurisdiction for performance of the work
- h. After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- i. Submit the final Application for Payment with releases and supporting documentation as directed by KCDC.

44. **SUBSTITUTIONS**

KCDC will consider equivalent items (except as noted above) but approval must be requested in advance. Submit details of proposed items to purchasinginfo@kcdc.org. KCDC reserves the right to require physical samples. Once KCDC approves items as equivalents, the information is on KCDC's webpage for all interested vendors.

This and the previous pages do not need to be returned

Exterior Lighting Upgrades at Four KCDC Properties C17025
Solicitation Document A General Response and Cost Section

General Information about the Vendor

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

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Fax Number →

Cell Number →

Vendor's e-mail address (Please Print Clearly) →

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

Cooperative Purchasing by Other Governmental Entities

Not applicable

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

Section 3 Small Business Woman Owned

Cost

Total Project Cost (Vendor must hold the offer firm for up to 120 calendar days)	\$
• Cagle	\$
• Isabella	\$
• Love	\$
• Northgate Terrace	\$

Vendor: _____

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 vendor 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 firm 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 vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor 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 vendor 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. Vendor 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.

9. Iran Divestment Act:

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor 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 vendor is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
11. The price or prices in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of this Solicitation Document B 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	

Vendor: _____

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) *is*, *is not a small business concern*. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) *is*, *is not a women-owned small business concern*. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) *is*, *is not a minority enterprise* which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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



- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



Exterior Lighting Upgrades at Four KCDC Properties C17025
Solicitation Document D Good Faith Compliance Affidavit

The vendor must demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC posts the web links of organizations, which can provide vendors with a list of minority, and women owned businesses on its web site. These lists can be useful to the vendor in preparing a response to this solicitation.

Place a checkmark in either Section One or Section Two of this form. Provide the information in Section One if you check that box.

Section One

The following companies were asked for pricing for the attached bid. Provided the listed companies meet bid document requirements and their pricing is competitive, it is our intent to use the companies listed. Attached hereto or to be provided to KCDC within five calendar days of solicitation opening is our Form of Commitment/Statement of Effort (**failure to submit Form of Commitment/Statement of Effort timely will be cause to reject the bid.**)

Company Name	Person	Product/Service	MOB	WOB

Section Two

MOB/WOB's were not contacted because sub-contractors suppliers will not be needed to complete the contract and all work will be completed by the vendor Other MOB/WOB's not shown above, will be considered during the duration of the contract in the event the vendor decides additional subcontractors or supplier will be used (to complete all or part of the contract).

Signed by	
Print Name and Title	
Subscribed and Sworn to before me on this date	
By	
Notary Public (stamp/signature)	
My Commission Expires on	

Exterior Lighting Upgrades at Four KCDC Properties C17025
Solicitation Document E Form of Commitment: Minority Owned Business/Woman Owned Business

Place a checkmark in either Section One or Section Two of this form.

Section One Does not apply-MOB/WOB subcontractors will not be used. (Stop Here)

Section Two MOB/WOB Subcontractors will be used. (Complete this page)

I, _____ do certify the firm has or will enter into a formal agreement with the MOB/WOB enterprise for work listed in this schedule.

Name of Firm	M O B	W O B	Contact Person	Type of Supplies to be Provided	Type of Work to be Performed	Dollar Value of Supplies or Service

Place an "X" in "MOB" or "WOB" as appropriate.

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

The following companies were listed on the Good Faith Compliance Affidavit submitted with my bid.

Company Name	Person	Product/Service	MOB	WOB

Explain why each of the above companies could not be used to provide the needed products or services.

Company Name	Reason

Above information submitted by _____

Printed/Typed Name and Title: _____





If a bid reaches or exceeds **\$25,000**, state law requires certain bidder license information be on the front of your envelope. As a condition of holding your license, you are to know these requirements.


KCDC provides the following page, the envelope cover sheet, as a courtesy. **You** are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your bid.

For more information go to: <http://tn.gov/regboards/contractors/FAQ.shtml>

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

Do not put it inside the envelope.

Exterior Lighting Upgrades at Four KCDC Properties C17025
Solicitation Document F Envelope Coversheet

Bid Due Date/Time	02-03-17 at 11:00 a.m.		
Bidder's/Firm's Name			
State of Tennessee Contractor's License Holder Name			
State of Tennessee Contractor's License Number			
Pertinent State of Tennessee Contractor's License Classification			
State of Tennessee Contractor's License Expiration Date			
Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License	Not applicable	State of Tennessee Contractor License Number	Not applicable
State of Tennessee Contractor License Classification(s)	Not applicable	Expiration Date of State Contractor's	Not applicable
Masonry Subcontractor Name on the State of Tennessee's Contractor's License	Not applicable	State of Tennessee Contractor License Number	Not applicable
State of Tennessee Contractor License Classification(s)	Not applicable	Expiration Date of State Contractor's	Not applicable
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License	Not applicable	State of Tennessee Contractor License Number	Not applicable
State of Tennessee Contractor License Classification(s)	Not applicable	Expiration Date of State Contractor's License	Not applicable
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation	Not applicable	Department of Environment & Conservation Contractor License	Not applicable
Department of Environment & Conservation License Classification	Not applicable	Expiration Date of Department of Environment & Conservation License	Not applicable

Advisement: KCDC will not consider notes changing the bid written on the bid envelope. Such notes must be inside the envelope.

