




Terry McKee, IT & Procurement Director

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[www.kcdc.org](http://www.kcdc.org)

**Invitation for Sealed Bids**

**Parking Lot Renovations at Montgomery Village**

<b>Solicitation Number</b>	C18026
<b>Due Date</b>	March 9, 2018
<b>Due Time</b>	11:00 a.m. eastern standard time
<b>Deliver Responses to:</b>	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  <p>Note: Procurement is in a separate building behind the main office building</p>
<b>Electronic Copies:</b>	Electronic copies are available on KCDC's webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>May responses be emailed to KCDC</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Paper copies must also be provided, if the solicitation so indicates.
<b>Solicitation Meeting</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting Date</b>	February 28, 2018
<b>Solicitation Meeting Time</b>	1:30 p.m.
<b>Solicitation Meeting Location</b>	KCDC's Training Room at 901 N. Broadway. Come to the Lobby in the Main Building. Following this portion of the pre-bid meeting, there will be a site visit for interested parties.
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a>
<b>Award Results</b>	KCDC posts both a summary of the quotes received and the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>

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



### 1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. Montgomery Village, one of KCDC's properties, is converting from the traditional public housing management to HUD's Project Based Multi-Family Housing model. KCDC uses a HUD program called Rental Assistance Demonstration (RAD) to make this occur. RAD conversion, at some sites, requires renovations prior to the conversion. This solicitation's purpose is to select a supplier to accomplish the required renovations described herein.
- c. Therefore, KCDC is seeking sealed bids from qualified suppliers to perform renovation services at its Montgomery Village complex. The supplier shall furnish all supervision, labor, materials, tools, equipment, services and permits necessary to perform and complete the work within the project timeline.

### 2. **BONDS**

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

- a. A bid bond from each supplier 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. Performance and payment bonds for 100% of the contract price.
- 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 supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

4. **CODES AND ORDINANCES**

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

5. **CONTACT POLICY**

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

6. **CONTRACT APPROVAL**

The resulting contract is subject to KCDC's Board approval at the regular March meeting.

7. **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 submitting a bid.

8. **DAMAGE**

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

9. **EMPLOYEES**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

10. **ENTRANCE TO SITES**

Supplier 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.

11. **EQUIPMENT**

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

12. **EVALUATION**

KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best." All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

13. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

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 for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor 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.
- f. Right to Revise or Reject: KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- g. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the 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.
- h. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

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

15. **INVOICING**

- a. KCDC will process pay applications once per month.
- b. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC's Supplier Portal to track actual payments made.

- d. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.

16. **LICENSURE**

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee's "Contractor's Licensing Act of 1994." Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation. The Executive Director of the State Contractor Licensing Board says one of these licenses is required:

- BC
- BC-B
- BC-b(sm)
- MU
- HRA

17. **LIQUIDATED DAMAGES**

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. 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. Supplier shall furnish material samples for approval if desired by KCDC.

19. **MEASUREMENTS AND DRAWINGS**

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



20. **PERMITS**

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

21. **QUESTIONS**

Direct questions pertaining to this document to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org) with “Renovations at Montgomery Village” in the subject line, at least five days prior to the due date.

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

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

**To the best of KCDC’s knowledge RRP applies to this work: Yes  No**

Additional information is at:

1. HUD’s website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](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 supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies, or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

- c. That the supplier carefully examined the plans, specifications and the worksite 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 supplier will:

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

25. **SAFETY**

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

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

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

1. Is at least 51% owned by a Section 3 resident; or
  2. Employs Section 3 residents for at least 30% of its employee base; or
  3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
  2. A Section 3 Business plan for this work.

28. **SECURITY**

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

29. **SITE EXAMINATION**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier 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 supplier 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 supplier of any obligation to perform as specified herein. Supplier 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 supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

30. **STORAGE**

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

31. **STORM WATER AND STREET ORDINANCES**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier 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. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. Additional information about NPDES, BMPs and the Land Development Manual at <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- e. The successful supplier 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 supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.
- f. KCDC will prepare, submit and pay the permitting fees. Upon award, the successful bidder will be required to sign onto the permit and be responsible for implementing and maintaining all erosion control measures as required on the SWPPP.

32. **SUBCONTRACTORS**

Subcontractors must:

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

33. **TIME FOR COMPLETION**

Supplier will complete the project within 14 months from the date of the Notice To Proceed.

34. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for suppliers because the residents pay their own utility bills. In such cases, the supplier 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 suppliers as long as they are currently available at the area.
- c. The supplier 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 supplier 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 supplier’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 by job titles.
- b. General Decision Information for the non-parking lot work:

General Decision Number	TN180023
Date	01-05-2018
State	Tennessee
Construction Types	Residential
Counties	Anderson and Knox Counties in Tennessee
Residential	Residential Construction Projects (consisting of single-family homes and apartments up to and including 4 stories.
Modification Number	0

Classifications and rates:

<b>Classifications and Rates</b>	<b>Rate</b>	<b>Fringe 1</b>
Bricklayer	\$12.72	\$0.00
Carpenter Including Cabinet Installation	\$13.89	\$0.00
Cement Mason/Concrete Finisher	\$16.00	\$0.00
Electrician	\$18.52	\$2.32
Laborer: Common or General	\$8.00	\$0.00
Laborer: Landscape	\$12.33	\$0.30
Operator: Backhoe	\$13.17	\$0.00
Plumber	\$17.50	\$0.00
Roofer: Including Shake and Shingle	\$10.25	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

c. General Decision Information for the parking lot/paving work:

General Decision Number	TN180148
Date	01-05-2018
State	Tennessee
Construction Types	Highway
Counties	Tennessee Statewide
Residential	Highway Construction Projects
Modification Number	0

Classifications and rates:

<b>Classifications and Rates</b>	<b>Rate</b>	<b>Fringe 1</b>
Bricklayer	\$14.26	\$0.00
Carpenter	\$17.52	\$0.00
Cement Mason/Concrete Finisher	\$15.55	\$0.00
Electrician	\$24.08	\$0.00
Ironworker: Reinforcing	\$16.29	\$0.00
Ironworker: Structural	\$16.89	\$0.00
Laborer: Common or General	\$13.11	\$0.00
Laborer: Skilled : Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yard), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzlemans or Gun Operator (gunite), Pipelayer, Sign Erector	\$15.27	\$0.00
Painter (includes sandblaster)	\$26.36	\$0.00
Plumber	\$17.50	\$0.00
POWER EQUIPMENT OPERATOR GROUP 1 Backhoe/Hydraulic Excavator (3/4 yard and over), Crane (less than 20 Tons), End	\$19.14	\$0.00

Loader (3 yard and over), Motor Patrol (finish), Piledriver, Dragline		
POWER EQUIPMENT OPERATOR GROUP 1A		
Drill Operator (Caisson)	\$25.26	\$0.00
Farm Tractor Operator (Power Broom)	\$13.50	\$0.00
POWER EQUIPMENT OPERATOR GROUP 2	\$17.08	\$0.00
Backhoe/Hydraulic Excavator (less than 3/4 yard), Bulldozer or Push Dozer, End Loader (less than 3 yard), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine		
POWER EQUIPMENT OPERATOR GROUP 3	\$17.75	\$0.00
Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal)		
POWER EQUIPMENT OPERATOR GROUP 4	\$16.48	\$0.00
Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine		
Heavy Duty Mechanic	\$20.33	\$0.00
Light Duty Mechanic	\$19.53	\$0.00
Sweeping Machine (Vacuum) Operator.	\$15.56	\$0.00
POWER EQUIPMENT OPERATOR GROUP 4	\$20.44	\$0.00
Crane (over 20 Tons)		
Truck Driver 2 axles	\$15.36	\$0.00
Truck Driver 3-4 axles	\$14.86	\$0.00
Truck Driver 5 or more axles	\$16.27	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- d. Suppliers 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 Supplier 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 supplier 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 supplier. 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 are used by the successful supplier.
- 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. **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. After 4:00, KCDC staff may not be available to assist you. However, this does mean that KCDC expects you to stop at exactly 4:00 if a few additional minutes will allow you to get to a reasonable stopping point.

37. **SCOPE OF WORK**

The technical scope of work, developed by Thomas Caldwell Architects, is posted to KCDC's webpage for your usage.

**Parking Lot Parking Lot Renovations at Montgomery Village C18026**  
**Solicitation Document A General Information**

**General Information about the Supplier**

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

By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on [www.kcdc.org](http://www.kcdc.org).

**Printed Name and Title** 

**Company Name** 


**Street Address** 

**City/State/Zip** 

**Contact Person (Please Print Clearly)** 

**Telephone Number** 

**Cell Number** 

**Supplier's E-Mail Address (Please Print Clearly)** 

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

**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 at least 51% owned and operated by a woman**      Yes  No

**This business qualifies as a small business by the State of Tennessee**      Yes  No   
 (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons )

**This business qualifies as Section 3 business (as defined by HUD):**      Yes  No   
 It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.

**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 Procurement**

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

**Prompt Payment Discount**

**A prompt payment discount of \_\_\_\_\_% is offered for payment within \_\_\_\_ days of submission of an accurate and proper invoice.**

**Parking Lot Renovations at Montgomery Village C18026**  
**Solicitation Document A General Information-continued**

**Mastercard Acceptance**

**Mastercard is accepted for payment without additional fees. Yes  No**

**Mastercard is accepted for payment with a fee of \_\_\_\_\_. Yes  No**

**Cost Offered**

Total Project Cost in Numerals	\$
--------------------------------	----

Total Project Cost in Words:

Note: If the information entered above does not match, the cost written in numerals will be the official bid.

**Deducts**

Alternate 1 Delete the optional resealing and restriping in parking lots E and G (See the parking areas lightly shaded in gray on the Site Plans "Parking Lot E" and "Parking Lot G ".	-\$
--	-----

**Parking Lot Renovations at Montgomery Village C18026**  
**Solicitation Document B Affidavits**

Supplier: \_\_\_\_\_

**Conflict of Interest:**

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

**Drug Free Workplace Requirements:**

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

**Eligibility:**

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

**General:**

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

**9. Iran Divestment Act:**

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

**Non-Collusion:**

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

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

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

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

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

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Organizational Conflicts of Interest Certification**

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

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

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

**5. Bidder's Certification of Eligibility**

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

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

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

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

**6. Minimum Bid Acceptance Period**

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

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

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

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

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

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

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

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

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

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

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

*(Check the block applicable to you)*

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

**9. Certification of Eligibility Under the Davis-Bacon Act**

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
  - (1) Obtain identical certifications from the proposed subcontractors;
  - (2) Retain the certifications in its files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

**12. Bidder's Signature**

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

*(Signature and Date)* \_\_\_\_\_

*(Typed or Printed Name)* \_\_\_\_\_

*(Title)* \_\_\_\_\_

*(Company Name)* \_\_\_\_\_

*(Company Address)* \_\_\_\_\_



**Parking Lot Renovations at Montgomery Village C18026**  
**Solicitation Document D Good Faith Compliance Affidavit**

The supplier 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 suppliers with a list of minority and women owned businesses on its web site. These lists can be useful to the supplier 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-suppliers suppliers will not be needed to complete the contract and all work will be completed by the supplier. Other MOB/WOB's not shown above, will be considered during the duration of the contract in the event the supplier 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	

**Parking Lot Renovations at Montgomery Village C18026**  
**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

**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: \_\_\_\_\_



State Law requires certain supplier license information be on the front of your envelope. You are responsible for providing the correct information on the front of your envelope but KCDC provides this form as a guide to help you. Failure to supply such required information as invalidates your bid. Attach this completed page to the front of your bid envelope. **Do not put it inside the envelope.**

<b>Bid Due Date/Time</b>		03-09-18 at 11:00 a.m.	
<b>Supplier's/Firm's Name</b>			
<b>State of Tennessee Supplier's License Holder Name</b>			
<b>State of Tennessee Supplier's License Number</b>			
<b>Pertinent State of Tennessee Supplier's License Classification</b>			
<b>State of Tennessee Supplier's License Expiration Date</b>			
<b>Subcontractors to be used on this project (If subcontract work is not required, write "none required")</b>			
<b>Electrical Subcontractor Name on the State of Tennessee's Supplier's License</b>		<b>State of Tennessee Supplier License Number</b>	
<b>State of Tennessee Supplier License Classification(s)</b>		<b>Expiration Date of State Supplier's</b>	
<b>HVAC Subcontractor Name on the State of Tennessee's Supplier's License</b>		<b>State of Tennessee Supplier License Number</b>	
<b>State of Tennessee Supplier License Classification(s)</b>		<b>Expiration Date of State Supplier's</b>	
<b>Masonry Subcontractor Name on the State of Tennessee's Supplier's License</b>		<b>State of Tennessee Supplier License Number</b>	
<b>State of Tennessee Supplier License Classification(s)</b>		<b>Expiration Date of State Supplier's</b>	
<b>Plumbing Subcontractor Name on the State of Tennessee's Supplier's License</b>		<b>State of Tennessee Supplier License Number</b>	
<b>State of Tennessee Supplier License Classification(s)</b>		<b>Expiration Date of State Supplier's</b>	

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