

Requests for Quotes

Foundation Water Leak Prevention Services at Love Towers

Due Date: April 22, 2014

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

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

Quote Number: Q1431

Deliver Quotes to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes No

Site Tour: April 11, 2014 at 8:30 a.m. at Love Towers (Commons Room).

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.

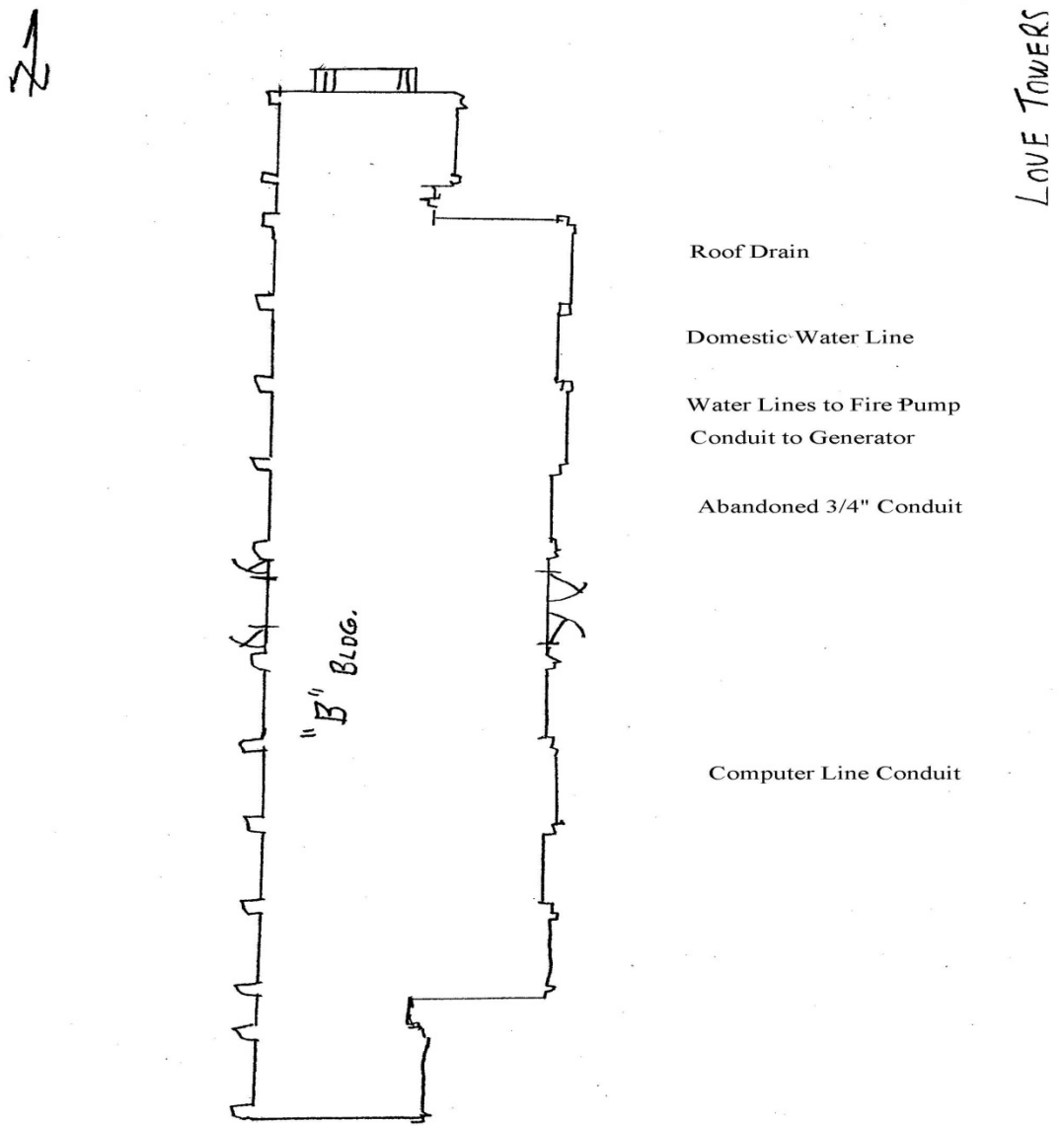


General Instructions to Vendors

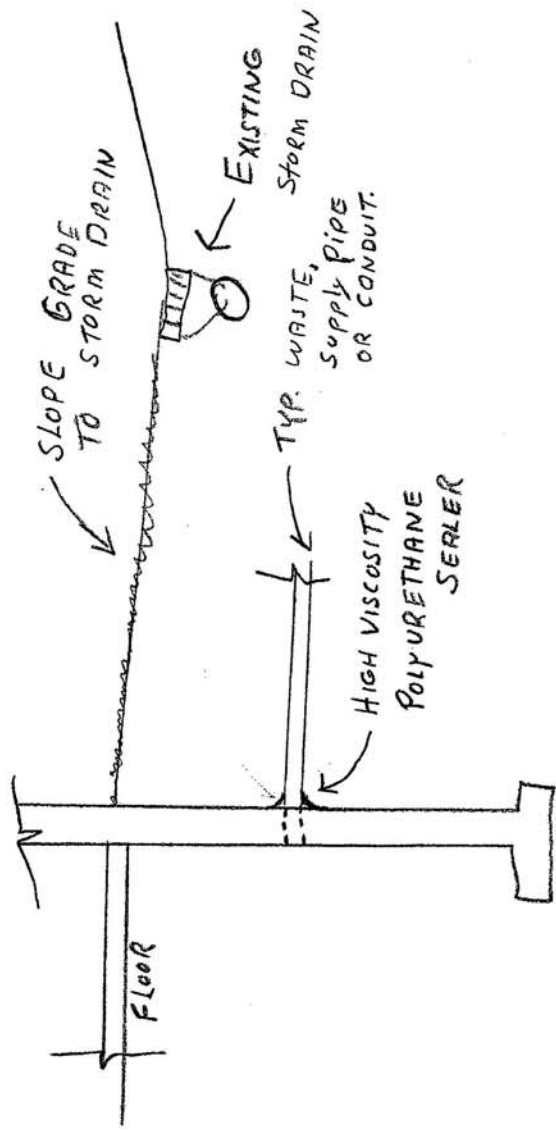
1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville, Tennessee. KCDC's public housing property portfolio includes twenty-five housing properties at 12 different locations with 3,525 dwelling units. KCDC also oversees approximately 3,818 authorized Section 8 Vouchers and approximately 18 Redevelopment areas.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. KCDC's property, Guy B. Love Towers (Love Towers), located at 1171 Armstrong Avenue, needs a vendor to repair the foundation (and to perform other related services) of the B building (1161 Armstrong) to stop water from coming into the foundation area of the building.
- d. The vendor will provide all equipment, labor, materials and supplies necessary for the successful completion of this project and includes the costs for such items within the quote offered herein.
- e. The scope of work includes:
 1. Excavation outside the east side of the "B" building at Love Towers as indicated on the drawings to allow for sealing of the drain, supply and conduit penetrations in the foundation walls.
 2. Backfill and slope the final grade of the entire east side of the building to insure that surface water drains away from the building and towards the existing storm grates.
- f. Specifications include:
 1. Excavate the indicated areas on the east side of the "B" building at Love Towers to one foot below the drain, supply and conduit lines that penetrate the foundation walls (the width of the ditch is to be wide enough to allow workman to perform needed repairs).
 2. Clean all pipes and the foundation wall to insure that the sealer adheres to the existing surfaces.
 3. Apply a polyurethane joint sealant equal to NP1 Sonolastic by BASF around the pipe and foundation wall area as per the manufacturer's recommendation. The sealer is to extend onto the foundation wall and the protruding pipe for 6-8 inches. There should be a "bead" of sealer around the existing pipe to insure a watertight seal.

4. Excavate the area along the electrical conduit line to the first two conduit joints and seal the joints with the polyurethane sealer.
 5. Backfill the entire excavated area and compact the grounds so as to minimize settling.
 6. Grade the entire East side of the "B" building to insure that ground water flows away from the foundation wall and flows toward the existing storm drain.
 7. Sod all disturbed areas with fescue sod and completely water the sodded area.
- g. All work is to be completed within 21 calendar days from the issuance of the notice to proceed.
- h. Diagram of the foundation:



i. Grading Diagram



LOVE TOWERS

2. **CHANGES AFTER AWARD**

KCDC reserves the right to make changes after consultation with the vendor if its needs change. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor. KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

3. **CODES AND ORDINANCES**

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

4. **DAMAGE**

The awarded 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.

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- c. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC's premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor.

7. **EQUIPMENT:**

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

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, 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.

FACTORS	MAXIMUM POINTS
Cost	100
Total	100

All bids 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.

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions may be found at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

10. **IDENTIFICATION**

The vendor’s employees shall 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.

11. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

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

1. 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 vendor 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.
 2. For any claims related to this project, vendor's insurance coverage shall be primary insurance as respects KCDC, its officials, officers, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of vendor's insurance and shall not contribute with it.
- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident.
- c. *Workers' Compensation Insurance:* workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000.
- d. *Other Insurance Requirements:* Vendor shall:
1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 3. 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.
 4. Require all subcontractors to maintain during the term of the resulting contract the same insurances detailed above. Vendor shall furnish subcontractors' certificates of insurance to KCDC without expense immediately upon request.
 5. 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.
 6. The insurer shall agree to waive all rights of subrogation against KCDC, its officials, officers, employees, and volunteers for losses arising from work performed by vendor for KCDC.

7. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.

12. **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.

13. **LICENSING**

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

If the cost of this project reaches or exceeds \$25,000, the State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. However, KCDC will abide by any opinions or rulings that the State Contractor 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 change.

- BC
- BC-B
- BC-b(sm)
- BC-14 (Waterproofing)
- BC-28 (Excavation)
- HC
- HC-3
- S (Foundation)
- S (Waterproofing)

An envelope coversheet is provided at the end of this document for your convenience in providing this information.

14. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, workmanlike and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

15. **MEASUREMENTS AND DRAWINGS**

Complete responsibility for detailed 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.

16. **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 in regard to completed work.

17. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Foundation Services” in the subject line, at least five days prior to the due date to purchasing@KCDC.org.

18. **REPORTING**

HUD requires that for federal grant awards of \$25,000 or more made after October 1, 2010, prime grant awardees (i.e. KCDC) must report associated first –tier sub-grants or sub-contracts of \$25,000 or more and prime awardee executive compensation data (of the top five paid executives) to the federal government. At this time, this applies only to “capital” funds. Upon award and if KCDC has the need, the successful vendor will be required to report this information to KCDC so that KCDC can then properly record it as the federal government requires.

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

Vendors are advised that SDS must be provided for each product intended for use within the KCDC system. *As work is performed*, submit the SDS to the property managers at each site.

20. **SAFETY AND PROTECTION**

- a. The vendor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the vendor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.
- b. The vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- c. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- d. KCDC does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The vendor is responsible for training their employees in Safety and Health

Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

21. **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.

- 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. Upon award, the successful vendor will be required to furnish a Section 3 Action Plan to memorialize what, if any, steps the vendor plans to take for Section 3 efforts.
- b. 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 865.544.5269.
- c. 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.
- d. A Section 3 business is one that is at least 51% owned by a Section 3 resident; or employs Section 3 residents for at least 30% of its employee base; or makes a commitment to subcontract at least 25% of the project's dollars to a Section 3 business.

22. **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.

23. **SITE EXAMINATION**

- a. 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.

- b. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read and are familiar with 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.

24. **STORAGE**

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

25. **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. The cost of all drainage controls shall be considered 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. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual can be found at the City of Knoxville's Storm water Engineering Division webpage:
(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. Vendor shall be 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. Any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation shall be charged to the vendor and deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

26. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.

- b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC

27. **UTILITIES**

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

28. **WAGE COMPLIANCE**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. The successful vendor is required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful vendor’s employees must be paid at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters must be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>.
- d. KCDC personnel will conduct on-site interviews of the vendor’s employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

General Decision Number	TN140093
Date	01-03-2014
State	Tennessee
Construction Types	Building
Counties	Knox
Building	Does not include single family homes or apartments up to and including four stories
Modification Number	0

f. Classifications and rates:

Classifications and Rates	Rate	Fringe 1	Fringe 2
Boilermaker	\$25.73	\$17.07	NA
Bricklayer	\$22.86	\$1.78	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)	\$22.99	\$8.72	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	\$23.42	\$10.86	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)	\$27.24	\$10.95	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 building erector and 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.			

- g. 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)).
- h. These requirements apply to all subcontractors that may be used by the successful vendor.
- i. 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.

29. **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. This section is intended to provide for that.

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

1. The owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
2. The Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which activity shall be expected to be prevented and suspended by cause of adverse weather. 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.
3. The Standard Baseline is as follows:

JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
10	10	10	10	11	8	11	7	9	7	8	12

c. ADVERSE WEATHER AND WEATHER DELAY DAYS

1. Adverse weather is defined as 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 may be counted 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 have been 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 shall be affected 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.

30. **WORK HOURS**

KCDC's normal work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. After hours and weekend work may be permissible and the success vendor will, if desired, discuss this with the site manager.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED.

Foundation Water Leak Prevention Services at Love Towers Q1410
Solicitation Document A General Response and Cost Section

General Information about the Vendor	
Sign Your Name to the Right of the Arrow →	
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) →	
<p align="center">Please acknowledge addenda have been issued by checking below as appropriate:</p> <p>None: <input type="checkbox"/> Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5 <input type="checkbox"/></p> <p>Addenda are not mailed but posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.</p>	
Statistical Information	
<p align="center">This business is owned & operated by persons at least 51% of the following ethnic background</p> <p>White ¹ <input type="checkbox"/> Black ² <input type="checkbox"/> Native Americans ³ <input type="checkbox"/></p> <p>Hispanic ⁴ <input type="checkbox"/> Asian/Pacific ⁵ <input type="checkbox"/> Hasidic Jew ⁶ <input type="checkbox"/></p>	
<p>As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business is a:</p> <p>Small Business <input type="checkbox"/> Section 3 <input type="checkbox"/> Woman Owned <input type="checkbox"/></p>	
Total Project Cost	\$
Warranty Offered	

Foundation Water Leak Prevention Services at Love Towers Q1410

Solicitation Document B Affidavits

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

NON-COLLUSION AFFIDAVIT

1. Vendor is fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the 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 contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

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

CONFLICTS OF INTEREST CERTIFICATION

No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. 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.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the bid submitted in response to this solicitation is in full compliance with the listed requirements.

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

Foundation Water Leak Prevention Services at Love Towers Q1410

Solicitation Document C HUD Form 5369A

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 compan employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



CAUTION!!

State Law requires certain bidder license information be on the front of your envelope-if the cost exceeds \$25,000. 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://www.state.tn.us/commerce/boards/bidders/index.html>


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

Do not put it inside the envelope.

Do not put it on the USPS/Fed Ex/UPS envelope

THIS PAGE DOES NOT NEED TO BE RETURNED.

Bid/Contract Name	Foundation Water Leak Prevention Services at Love Towers
Bid/Contract Number	Q1410
Bid Due Date/Time	04-22-14 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 (matching the name above)	
State of Tennessee Contractor's License Classification Code Pertaining to this bid	
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 License	
HVAC 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 License	
Masonry 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 License	
Plumbing 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 License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

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