



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

Request for Proposals

Solicitation Name and Number	Construction Manager at Risk Services for Western Heights C22020
Responses Must Arrive No Later Than	2:00 p.m. on November 5, 2021 (as KCDC's clocks indicate)
Upload your responses to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Solicitation Meeting Date and Time	October 27, 2021, at 1:30 p.m.
Solicitation Meeting Connection	Email procurementinfo@kcdc.org for the Zoom link.
Questions About This Solicitation	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 12:00 p.m. on November 1, 2021.
Award Results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Definitions

- a. Construction Manager at Risk (CMAR) is a delivery method, which includes a contractual commitment by a construction manager to deliver the specified project within a Guaranteed Maximum Price.
- b. "Supplier" is inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."

2. 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 3,547 dwelling units. This Project will be owned by Western Heights LP (Owner). Western Heights LP will be owned and controlled through a partnership between an instrumentality of KCDC and a subsidiary of Brinshore Development. Prior to starting construction of the Project, a to-be-determined tax credit investor will also be admitted to the partnership between KCDC and Brinshore.
- b. Owner is soliciting proposals from qualified construction companies who desire to function as the Construction Manager at Risk for the rehabilitation of the 1939 units at the Western Heights development in Knoxville, Tennessee (Project). For this purpose, Owner is soliciting proposals from construction firms with recent, comparable experience as a Construction Manager at Risk ("CMAR"), working under a guaranteed maximum price (GMP), and that are skilled in rehabilitation of multifamily developments with a similar size and complexity.
- c. This project consists of a preconstruction phase and a construction phase with separate notices to proceed for each phase. During the preconstruction phase, the CMAR will collaborate with the Owner and architect on the design, constructability, cost and schedule of the project, and develop a Guaranteed Maximum Price (GMP) proposal to construct the project. Upon Owner's acceptance of the GMP, Owner will issue a contract to the CMAR for the construction phase without additional public competition. If Owner and the CMAR do not agree upon a GMP, Owner will not award the construction phase of the project and will instead issue another solicitation for that phase. See paragraph 21 of this document for more details on Scope of Work.
- d. The CMAR shall be incorporated within the project team, which shall consist of Owner, BarberMcMurry Architecture (the "Architects"), and other consultants as Owner may deem necessary or appropriate ("Project Team"). The CMAR shall furnish the project team with construction expertise, cost estimating and scheduling during the design process and then manage all trades during the construction.

3. History

- a. Western Heights is an approximate 70 acre site that is located approximately 1.5 miles "as the crow flies" from downtown Knoxville, between Western Avenue and I-275. Approximately half the site was developed in the late 1930s and the other half in the 1950s. Approximately half of the 1950s housing was demolished in 2011. The 1930s housing, the subject of this RFP, was recently rehabbed in 2018-2019.

- b. KCDC has been working with master planners, Western Heights residents, the City of Knoxville, and other stakeholders for over a year, to plan for the future of Western Heights. Following an Request for Proposals (RFP) in the March of 2021, KCDC selected Brinshore Development as its partner in the development of the Western Heights housing. The master planning process involved assessing the existing site conditions and developing a collaborative vision for the future of Western Heights. The basic development plan (which has not yet been finalized) calls for (1) the construction of a Head Start facility on vacant land (currently under construction); (2) the rehab of the 1930s units; (3) the redevelopment (including demolition) of the 1950s units in phases, starting with vacant land.

4. **Rehab of 1930's Units Overview**

- a. The 1930s housing currently contains 244 units in 66 buildings. The 66 buildings contain 4 building types. Prior to the rehab process, KCDC expects to demolish a couple of buildings to improve the parking situation, and add ADA spaces. Provided with this solicitation is the initial concept plan for each of the four building types. Because the units were renovated in 2018, KCDC expects the interior renovations to be a small part of the job, with the exception of the creation of 12 ADA units, which will involve some substantial renovation of those 12 units. The remainder of the interior work on the units is expected to involve work with PTACs, appliances, and lighting. This work will be completed according to a matrix that will list each unit and the specifics of the replacement. The exterior work will be extensive, with new front doors, and possibly windows, roofs, shutter, new porches and porch roofs, new exterior painting, landscaping, the aforementioned construction of new parking lots, widening of some streets with the possible aid of retaining walls, replacement of some sidewalks to achieve ADA accessibility.
- b. During the preconstruction phase, Owner, working with the selected CMAR and Project Team, desires to review the concept plan to determine what improvements can be made to develop the most optimal concept plan based on several key factors that include but are not limited to: construction costs, structural considerations, geotechnical considerations, vehicular and pedestrian access, maximum utility of the site area and design aesthetics. The CMAR is expected to play an integral role in assisting the project team to evaluate the concept plan layout. The CMAR shall also provide preconstruction services as provided in the contract documents included with this solicitation.
- c. Owner anticipates a 7-to-9-month preconstruction/design phase and a construction start date in either late second quarter or early third quarter of 2022.
- d. Owner is anticipating a Construction Cost range of \$8,000,000 to \$11,000,000.

5. **Bonds**

The Construction Manager will provide both Payment and Performance bonds, each equal to 100% of the construction project's cost, as a condition precedent to the award of the second phase of the contract. Documentation of bonds shall be in a format acceptable to Owner. See Exhibit B of AIA 133 for additional bonding requirements.

6. **Changes after Award**

It is possible that after award KCDC or Owner will need to revise the service needs or requirements specified in this document.

KCDC or Owner reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC or Owner reserves the right to accept or reject and negotiate these charges.

7. Codes and Ordinances

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

8. Contact Policy

Only contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

9. Contract Approval

The resulting contract is subject to approval by KCDC's Board.

10. Contract Documents

Owner's proposed contract for pre-construction services and construction services are posted with this RFP on KCDC's webpage (AIA 133 and exhibits, and AIA 201). Please review these carefully as material changes will not be made to the agreement.

11. COVID-19 Special Requirements

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and agree to the following (or requirements in place at the time):

- a. General:
 - Workers will wash and/or sanitize his/her hands periodically throughout the workday.
 - Worker will maintain six feet of spacing and social distancing between himself and others.
 - Worker will wear a face mask if other persons are present.
- b. Worker will not enter the building or be on the premises if he/she answers "yes" to the existence of the any of the below symptoms or circumstances and will contact his/her supervisor immediately.
- c. Worker will leave the premises immediately if any of the below symptoms appear during the workday and will contact his/her supervisor of why he/she had to leave.
- d. Symptoms: Have you or anyone in your household had any of the following symptoms as new onset in the past 72 hours? (This does not include chronic conditions).
 - Fever of 100 degrees or greater
 - New onset of cough
 - New onset of shortness of breath
 - New onset of sore throat
 - New onset of body aches
 - Diarrhea

- New onset of headache
- New onset of loss of taste or smell

12. Evaluation

- Owner alone determines (using NIGP’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- Owner will review all proposals and reserves the right to request additional necessary information, modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to Owner’s best interests. Owner further reserves the right to adjust its evaluation scenario if they are in Owner’s best interest and consistent with good business practices.
- Owner may require oral presentations as part of the evaluation process. The Owner may require further information or questions answered via email as part of the evaluation process.
- Owner reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in Owner’s best interest.
- Owner plans to award to the best overall proposer presenting the most advantageous proposal (in its entirety) with the maximum points available and based on the following evaluation scale:

Factors	Maximum Points
Construction Manager's Experience Similar projects Construction Management At-Risk experience References	30
Resources Key Personnel Current Workload Consultants	25
Cost of Services Fees	25
Technical Approach Estimating Cost Control Schedule Control Quality Control Communication Small businesses (and MBE, WBE, VBE) inclusion plan	20
Total	100

f. Evaluation of proposals will be conducted by KCDC and Brinshore Development staff.

13. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers." The following paragraphs of the General Instructions do not apply to this project: 16, 33, 44a, 44b, 44d, 52, 65, 69.

14. Insurance

See Exhibit B of AIA 133 for insurance requirements. These insurances and levels are required and not optional.

15. Licensure

- a. The supplier shall maintain all licenses necessary to conduct business in Knox County and in the City of Knoxville.
- b. The supplier must comply with all the provisions of the Contractors Licensing Act of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference.

The Executive Director of the State of Tennessee Contractor Licensing Board opined that the CMAR must hold a commercial license classification (BC or BC-B) with an unlimited monetary limit.

- b. Subcontractor's performing the electrical, geothermal, HVAC, plumbing must be licensed when their total portion is \$25,000 or more. Masonry subcontractors must be licensed when their portion equals or exceeds \$100,000. Note that these subcontractor limits are reflective of total cost including materials and labor. Subcontractor licenses do not have to be provided with your submittal but at the time subcontractors are selected.
- c. All specific licensure requirements of the Tennessee Department of Environment and Conservations (TDEC) must be compiled with.
- d. Failure to include the required licensure information may result in an offer being deemed nonresponsive.

16. 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. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill all positions that are needed and unfilled with residents of KCDC communities, Section 3 workers or Section 3 businesses. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of owner's 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.

b. Definitions:

Section 3 resident

Is one who meets low or very low income thresholds established for this area.

Low Income

Defined by HUD but generally 80% of the area median individual income.

Very Low Income

Defined by HUD but generally 50% of the area median individual income

Section 3 Worker

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

Targeted Section 3 Worker

A Section 3 targeted worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern.
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing.
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
 - (iii) A YouthBuild participant.

Section 3 Business

Is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low- or very low-income persons.

2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers or
 3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- c. Upon award, the successful supplier will supply three 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.
 3. Payroll documents (can be certified payrolls) showing the hours worked by Section 3 residents.

17. Small Business Outreach

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

18. Smoke Free Policy

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
- No smoking on owner's property
 - No e-vape or similar usage on owner's property
 - The Smoke Free policy applies in personal or corporate vehicles on owner's property
- b. Applicable definitions include:
- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form.
 - "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
 - "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
 - Property means all buildings, parking lots, streets, structures and **land** owned by KCDC. Should Supplier's staff be observed violating these requirements, KCDC's Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the CMAR to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your awarded "contract."

19. Solicitation Requirements

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

20. Subcontracting

- a. If the CMAR and Owner agree to the second stage and sign a contract for construction services, the successful CMAR is required to schedule and conduct at least one overall Pre-Solicitation Conference for subcontractors in cooperation **with KCDC's Procurement representatives** and Brinshore Development. This conference will be publicly advertised to communicate to any interested minority owned, women-owned, veteran- owned, or other disadvantaged businesses, the scope, qualifications and general bidding requirements of each discipline. The intent of this meeting is to provide any attending company the fair opportunity to know and understand the bidding requirements to submit and gain awards through responsible, competitive bidding practices. Note that such meetings may be in person, via electronic means such as Zoom or a combination of methods so that current governmental limitations on gatherings are met.
- b. If Owner approves the option for the CMAR to self-perform certain trade work, the work must be competitively bid in accordance with KCDC's policies. In such cases, bids for the specific trade work will be submitted directly to KCDC for opening.
- c. In addition to other requirements set forth herein, all subcontractors must:
 1. Be approved by Owner prior to beginning work. Owner must approve any changes.
 2. Not be on federal nor the State of Tennessee's debarment lists.
 3. Carry the insurance coverages as outlined herein.
 4. Adhere to the Davis Bacon requirements in place and applicable at the time.

Scope of Work

21. Scope of CMAR's Work

- a. During the preconstruction phase, the CMAR will provide Owner and the Project Team with construction expertise and experience that will assist in project decision making and ensure that procedures are implemented to aggressively manage the construction costs and project schedule. During the construction phase, the CMAR will manage and administer the project construction to achieve construction completion within the contract time and budget and with high quality workmanship. Owner seeks the CMAR who can best provide the services needed to achieve these goals.
- b. Preconstruction Scope
Consultation is required with the Project Team during the design phase of the project until such time that a GMP for construction is accepted. The CMAR will provide pre-construction services including but not limited to:
 1. Consult with, advise, assist and provide recommendations to the Project Team on all aspects of the design of the project, including early verification of budget and schedule.

2. Provide information, estimates and alternative schemes, and participate in decisions regarding existing conditions, site utilization and construction phasing.
3. Develop information and participate in decisions regarding value engineering. Provide information on construction materials, methods, systems, phasing and costs to assist in determinations that are aimed at providing the highest quality facility within the budget.
4. Provide input to the Project Team regarding current construction industry practices, labor market and materials availability.
5. Review in-progress design documents and provide input and advice with respect to construction feasibility, construction sequencing, site utilization, alternative materials/methods and long-lead material procurements.
6. Review design documents in progress and suggest modifications to improve completeness or clarity and constructability.
7. Recommend division of the work to facilitate bidding and award of trade contracts considering such factors as minimizing disruption of existing facilities, improving or accelerating construction completion, minimizing trade jurisdiction disputes, increasing minority-owned business participation and other related issues.
8. Develop and continuously monitor the project schedule and recommend adjustments in the design documents or construction bid package to ensure completion of the project in the most expeditious manner possible.
9. Assist in cost management, including the preparation of construction cost estimates for the project throughout each design phase of the work.
10. Develop with the Project Team a continuing list of additive and deductive cost items, prioritized by Owner, to be considered as needed to remain within the budget.
11. Develop a GMP for owner review.

c. Construction and General Requirements

The CMAR's duties include construction of the project in accordance with all construction documents, including but not limited to:

1. Solicit and select subcontractors and material suppliers in accordance with KCDC's desire for the inclusion of small businesses as well as minority, woman and veteran owned businesses and the CMAR contract.
2. Maintain a qualified, full-time superintendent with necessary staff at the job site to coordinate and provide direction of the work, as well as to provide quality assurance/quality control.

3. Work with the Project Team to establish and implement procedures for expediting and processing all shop drawings and other submittal documents. The CMAR is responsible for the initial review and verification of all shop drawings to ensure they comply with the intent of the Construction Documents and are in fact ready for the Architect's review and approval.
4. Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and managing the work. Keep the Project Team fully advised on work progress status. This will include a "look-ahead" or "near-term" schedule to be provided at project meetings. If progress falls behind, the CMAR will provide a recovery schedule.
5. Make available all cost and budget estimates, including supporting materials and records, to the Project Team.

Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by the Project Team.

6. Assist Owner to communicate effectively with residents, adjacent property owners and the community at large.
7. Establish an effective Quality Assurance/Quality Control Plan for all construction and inspect the work as it is being performed to assure that materials furnished, and quality of work performed is in accordance with the Construction Documents.
8. Prepare Requests for Information (RFIs) when clarifications of documents are required.
9. Establish effective programs for job-site safety and for maintaining current job-site records, labor relations and minority participation.
10. Prepare and distribute monthly progress reports.
11. Provide continuous change order review and processing services.
12. Manage and administer subcontractors and/or material suppliers in accordance with the terms of their contracts.
13. Schedule and conduct job meetings to ensure orderly progress of the work. Prepare and distribute a record of the meeting to the Project Team and other interested parties within three business days of each meeting.
14. Resolve, with Owner's approval, disputes that may arise between subcontractors and/or material suppliers because of the construction.
15. Comply with Davis Bacon requirements in force at the time and as applicable.
16. As construction is completed, the CMAR shall provide the following close-out services:
 - o Coordinate and expedite the submittal of record documents.

- Organize and index three operations and maintenance manuals (including warranties). Provide electronic and paper copies.
- Acquire all necessary or required permits, including Certificate of Occupancy.
- Start up, testing and documentation of buildings systems.
- Prepare a project completion report for assistance in turnover of the facilities to KCDC.
- Prepare final report of all construction costs. Assist with KCDC’s audit of final cost report and all supporting documentation. Provide lien waivers from all subcontractors and material suppliers.

d. Post-Construction Services

- Provide prompt satisfaction of all warranty items reported by Owner.
- Participate in a joint inspection of the facility, with the Project Team at the end of the one-year basic warranty period and satisfy any warranty items identified at that time.

22. **Contingency**

The stated contingency within the GMP will be determined based on the progress of the design at the time the GMP is determined and will be agreed upon by both Owner and supplier. Any unused contingency at the completion of the project will be returned to Owner and any cost savings achieved after establishing the GMP will be returned to Owner.

23. **Submittal Instructions**

Submit your information in the order indicated below:

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Introduction
Solicitation Document C	Construction Manager’s Experience
Solicitation Document D	Resources
Solicitation Document E	Technical Approach
Solicitation Document F	Cost of Services
Solicitation Document G	Affidavits
Solicitation Document H	HUD Form 5369A

- a. Place your company’s name on each page and number all pages consecutively
- b. The use of tables in presenting information facilitates the evaluation team’s review.
- c. Do not use phrases such as “See the attached” or “Will be provided upon award.”
- d. Proposals are limited to **30** pages’ total. A page is the front and reverse of one 8.5 x 11 sheet of paper. The 30-page limitation does not include Solicitation Documents A, F, G, H.

[This and the Previous Pages Do Not Need to be Returned](#)

Solicitation Document A: General Information about the Supplier

Note: Complete all cells even if the answer is "Does not apply"

Sign Your Name to the Right of the Arrow →

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title →

Company's Legal Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Cell Number →

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

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

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
Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis

This business qualifies as a Section 3 business by defined herein Yes No

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

Asian/Pacific Black Hasidic Jew Hispanic Native American White Publicly Owned

Prompt Payment Discount

A ___% prompt payment discount applies when KCDC makes payment in ___ days of accurate invoicing.

Insurance Statement

I have reviewed the insurance requirements and will comply with them without exception. Yes No

Solicitation Document B Introduction

This is a one-to-two-page introductory letter that:

1. Provides a high-level introduction of your company.
2. Explains the type of organization (Corporation, Partnership, Joint Venture, LLC, et cetera).
3. State of Tennessee Contractor's License Number, Expiration Date, Classification and Limit.
4. Details of your company's history and expertise.
5. Details why the project is of interest to you.
6. Explains why Owner should select your company.

Solicitation Document C Construction Manager's Experience

Use this section to provide:

1. Provide a summary of similar projects completed in the last five years. Specifically, provide details (project dates, client info, budget/costs, project size, et cetera) for projects that were renovations of multifamily residential and note if the projects utilized the construction manager at risk model.
2. Please provide three references. References should include clients on one or more of the projects highlighted in the section above. References are to include email addresses as well as telephone numbers for the contact person.

Solicitation Document D Resources

Use this section to provide:

1. Provide an organizational chart showing the proposed structure, interrelationships and interactions of the proposed CMAR team. Describe the proposed roles and estimated involvement for the listed key personnel during pre-construction, construction, and/or throughout the project and include resumes for each. Include similar project experience for each proposed team member.
2. Your current workload (committed projects that are either in construction and pre-construction) and the respective scheduled completion dates for each project.
3. Identify any consultants you would propose to engage during the preconstruction and construction phase. Please describe previous professional experiences or collaboration, if any, with BarberMcMurry Architecture and Civil Engineering Consultants.

Solicitation Document E Technical Approach

Use this section to provide information that explains your technical approach to the project. Include:

1. A brief description of the organization's approach to ensure the successful rehab of the project. Include how your organization will fit within the Project Team and the anticipated level of involvement from different members of the project team throughout each phase.
2. Identify any components of the Scope of Work included in the RFP (see paragraph 21) that the organization is unable to perform.
3. Your process for assuring the project cost is within the scope and budget and completed on time.
4. Identification of the risks you would anticipate on this type of project and provide the countermeasures you would employ to minimize those risks. This would include risks related to unknowns in the rehab process, sourcing building materials timely and effectively as well as managing commodity price swings, as made evident through the recent Covid-19 related supply line challenges faced by many construction firms.
5. Your plan to attract, retain and use small businesses plus minority, women and veteran owned subcontractors. Inclusion of these companies is very important to KCDC, and the supplier must have an effective plan for attracting these companies as participants.

Solicitation Document F Cost of Services

Use this section to provide information that explains your fee proposal and supports your financial strength to provide the necessary bonding capacity. Include:

1. Cost Items Details (do not alter the structure below). Assume 8 months for preconstruction and 18 months for construction.

a	Assuming a construction budget of \$10,000,000 state the lump sum preconstruction fee.	\$
b	Provide a proposed construction management fee including overhead and profit applicable to a project construction budget of approximately \$10,000,000.	%
c	State the general conditions cost during construction (monthly) based on the General Requirements required per Appendix 3	\$
d	General Liability Insurance Rate expressed in dollars	\$
e	Builders Risk Rate expressed in dollars	\$
f	Performance and Payment Bond Rate expressed in dollars	\$

2. Provide a summary of the organization's financial capability to ensure a payment and performance bond in an amount equal to 100% of the construction cost limitation noted above.
3. A listing of current and projected bonding capacity within the next 12 months to 24 months.
4. A demonstration of your organization's safety record by providing your Experience Modification Rating (EMR) and corresponding man-hours of work performed for the past 5 years.

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 known 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.

Accuracy of Electronic Copies

9. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

Iran Divestment Act

10. 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

11. Neither the said supplier nor any of its officers, partners, KCDC, 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.
12. 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, KCDC, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner's representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to owner's staff or Board members. My signature signifies that no unauthorized advocacy occurred.
15. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an offer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, gran, loan or cooperative agreement.
16. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
17. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Equal Employment Opportunity

18. The supplier agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause and requirements of CFR 60-1.4(b) and HUD form 92010. Further the supplier will ensure that any resulting subcontracts incorporate these EEO requirements.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

(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)

Appendix 1: THDA Contractor Fee Requirements

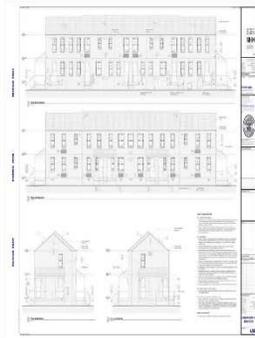
The fees below are the maximum amount of fees allowed by Tennessee Housing Development Agency for Low Income Housing Tax Credit developments. Fees proposed by the proposers must meet these requirements. Please note, however, that these are just the maximum allowable fees, not the suggested/recommended fees.

J. Limit on Contractor Fees, Profit, Overhead and General Requirements

1. The total contractor fees, including contractor profit, contractor overhead and general requirements shall be limited to 14 percent of total site work costs, plus cost of accessory buildings plus either new building hard costs or rehabilitation hard costs, as determined by THDA, broken down as follows:

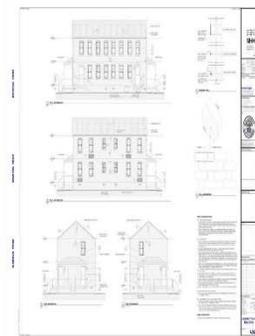
Fee Description	Fee Amount
Contractor Profit	<=6 percent
Contractor Overhead	<=2 percent
Contractor General Requirements (including payment and performance bonds)	<=6 percent
Total Contractor Fees	<=14 percent

Appendix 2: Western Building Renderings



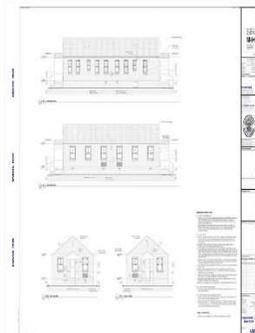
Type A

- Paint Brick
- new roof
- new porch columns and porch roof
- shutter on select windows
- new windows



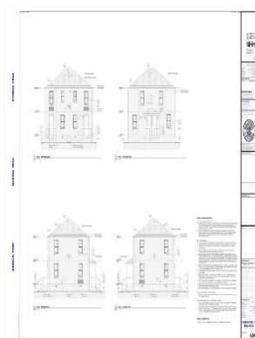
Type B

- Paint Brick
- new roof
- new wrap around porch
- shutter on select windows
- new windows



Type C

- Paint Brick
- new roof
- new porch columns and porch roof
- shutter on select windows
- new windows
- wood siding application



Type D

- Paint Brick
- new roof
- new porch columns and porch roof
- shutter on select windows
- new windows



Appendix 3: Service Fee Allocation

	General Conditions	CM Fee	Preconstruction	Paid By Owner
Personnel Expenses, Including				
Superintendent	X			
Assistant Superintendent (Indicate if required)	X			
Estimator		X	X	
Project Manager	X		X	
Project Engineer (Indicate if required)	X			
Project Assistants/Office Staff	X			
Project Accounting		X		
Project Executive		X	X	
Monthly Photos & Reports	X			
Scheduling		X	X	
As-Builts	X			
Manuals	X			
Prints, Copies, etc.			X	
Mileage	X			
Toilets, Temporary Building	X			
Cell Phone Service/Internet	X			
Equipment: Cameras, Computers, Phone, Print, Copy, Fax	X			
Safety Supplies (First Aid, Hard Hats, etc.)	X			
Testing (Pre-specified)				X
Mobilization	X			
Temporary Utilities				X
Project Signage	X			
General Liability Insurance (Provide Rate)	X			
Builders Risk (Provide Rate)	X			
Performance & Payment Bond (Provide Rate)	X			