



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1133 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/en/DoingBusiness.aspx>

Invitation for Sealed Bids

Sidewalk Additions and Replacements at Montgomery Village

Due Date: August 18, 2014

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

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

Bid Number: C15002

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

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

Site Visit: August 6, 2014 at 8:30 a.m. The meeting will start in the Office area at Montgomery Village.

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

Award Results: KCDC posts the award decision to its web page at:
<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

General Information for Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. One of KCDC's properties, Montgomery Village (4530 Joe Lewis Road 37920), needs certain sidewalk additions and replacements as detailed herein.

2. **BONDS**

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

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

3. **CHANGES AFTER AWARD**

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

4. **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.

5. **DAMAGE**

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

6. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the tasks assigned them to work on the job. Any employee found to be untrained or unskilled shall be removed from the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment with the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

7. **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.

8. **EQUIPMENT:**

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

9. **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 responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

10. **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." Vendors may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

11. **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.

12. **INSURANCE**

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

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

- a. ***Commercial General Liability Insurance:*** occurrence version commercial general liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$3,000,000.
- b. Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

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

- c. ***Automobile Liability Insurance:*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.

d. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.

e. **Other Insurance Requirements:** Contractor shall:

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

The certificate holder address shall read:

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

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

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

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

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
9. Right to Revise or Reject: KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
10. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

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.

In addition to any City or County licenses that may be required, all bidders must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The bidder must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. An envelope coversheet is provided at the end of this document for your convenience in providing this information.

The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work if the project cost is \$25,000 or more. 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.

- BC (commercial)
- BC-B (commercial)
- BC-b(sm) (small commercial less than \$750,000)

- BC-9 (masonry)
- BC-19 (concrete)
- HRA (highway, railroads and airports)
- HRA-E-5(miscellaneous concrete)
- HC (heavy construction)
- HC-6 (slipform concrete)

14. **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.

15. **MEASUREMENTS AND DRAWINGS**

Drawings or measurements included with contract documents are for the convenience of the vendor. Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions.

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 to purchasing@KCDC.org at least five days prior to the due date via email with "Questions about Sidewalk Services" in the subject line.

18. **SAFETY**

- a. 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.
- b. The vendor shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.

- e. Vendor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Vendor shall comply with all other OSHA and TOSHA safety and worker safety standards that apply.

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

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

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

- g. A Section 3 business is one that:
1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

20. **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.

21. **SITE EXAMINATION**

- a. Vendors are required to visit the site and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities, and complexities that may be encountered when executing the work.
- b. The failure or omission of the vendor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read 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.

22. **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.

23. **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.

24. **SUBCONTRACTORS**

- a. Must be approved by KCDC prior to beginning work. Changes in subcontractors during the project must be reported to and approved by KCDC.
- b. Must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- c. Must carry the insurance coverages as outlined herein.
- d. Are the responsibility of the awarded vendor.

25. **TIME FOR COMPLETION**

Once the notice to proceed/purchase order has been issued, the vendor will have 45 calendar days to complete the work.

26. **WAGE COMPLIANCE**

Federal 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, in a “prominent spot” 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	TN140002
Date	04-04-2014
State	Tennessee
Construction Types	Highway
Counties	Statewide
Building	Highway Construction Projects (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).
Modification Number	2

- f. Classifications and rates:

Classifications and Rates	Rate	Fringe 1
Bricklayer	\$21.99	\$0.00
Carpenter	\$16.85	\$0.00
Cement Mason/Concrete Finisher	\$15.22	\$0.00
Electrician	\$24.69	\$0.00
Ironworker: Reinforcing	\$15.91	\$0.00
Ironworker: Structural	\$17.97	\$0.00
Laborer: Common/Unskilled	\$12.89	\$0.00
Laborer: Skilled Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yard), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzleman or Gun Operator (gunite), Pipelayer, Sign Erector	\$14.88	\$0.00
Operator Power Equipment: Group 1 Backhoe/Hydraulic, Excavator (3/4 yard & over), Crane (less than 20 tons), End Loader; (3 yard & over), Motor Patrol (finish), Piledriver and Dragline	\$18.62	\$0.00
Operator Power Equipment: Group 1A Drill Operator (Caisson) Farm Tractor Operator (Power Broom)	\$25.04 \$13.21	\$0.00 \$0.00
Operator Power Equipment: Group 2 Backhoe/Hydraulic, Excavator (less than 3/4 yard), Bulldozer or Push Dozer, End Loader (less than 3 yard), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road), Scraper, Shovel, or Trenching Machine	\$16.51	\$0.00
Operator Power Equipment: Group 3	\$17.10	\$0.00

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal)		
Operator Power Equipment: Group 4 Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine	\$16.02	\$0.00
Operator Power Equipment: Heavy Duty Mechanic	\$20.88	\$0.00
Operator Power Equipment: Light Duty Mechanic	\$17.04	\$0.00
Operator Power Equipment: Sweeping Machine (Vacuum Operator)	\$15.54	\$0.00
Operator Power Equipment: Group 5 Crane (Over 20 tons)	\$19.02	\$0.00
Painter and Sandblaster	\$26.23	\$0.00
Truck Driver: 2 axles	\$14.17	\$0.00
Truck Driver: 3-4 axles	\$14.33	\$0.00
Truck Driver: 5 or more axles	\$16.93	\$0.00
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)). To request an additional classification:
1. Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees have been consulted by the rate and are in agreement with the rate. The rate must bear a reasonable resemblance to other rates on the classification.
 2. If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Contractor who then sends a cover letter to KCDC officially requesting the classification.
 3. KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the vendor revise the request.
 4. HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
 5. The Department of Labor will either approve the request or recommend a different minimum rate.
 6. HUD will notify KCDC of the decision.

- 7. Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the vendor. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.
- 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.

27. **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.

28. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. To work additional hours or days, discuss the request with the Asset Manager (James Pruitt).

Scope of Work

1. **OVERVIEW**

The successful vendor will construct new sidewalks and also remove/replace existing sidewalks at the Montgomery Village apartments as listed below:

	Description	Estimated Size
1	Construct new sidewalk in front of units 57-60 to Parking Lot "R"	4' x 130'
2	Remove and replace a section of the sidewalk between units 60-61	4' x 25'
3	Remove and replace a section of the sidewalk in front of units 58-59	4' x 10'
4	Remove and replace a section of the concrete at the entrance into Parking Lot "P"	8' x 45'
5	Remove and replace a section of the sidewalk in front of units 210-211	4' x 24'
6	Remove and replace the sidewalk from Parking Lot "Q" to unit 224	3' x 20'
7	Remove and replace the steps and sidewalk on the side & back of unit 148	4' x 48'
8	Remove and replace the section of the concrete entrance into Parking Lot "Q"	6' x 30'
9	Remove and replace the section of the sidewalk beside unit 174 at the street	4' x 10'
10	Patch the concrete on the front porches of units 139,140,141, & 142.	
11	Remove and replace the section of the sidewalk from the street to the back of unit 123	3' x 20'
12	Remove and replace the section of the sidewalk beside unit 123 at the street	5' x 20'
13	Remove and replace the section of the sidewalk going into Parking Lot "L"	4' x 35'
14	Remove and replace the section of the sidewalk from Parking Lot "M" going east on Daylily Drive toward Sims road.	11' x 40'
15	Remove the concrete at Parking Lot "M" Seed and straw area.	20' x 25'
16	Remove and replace both sets of steps for building 1417 on Daylily Drive.	
17	Remove and replace the section of the sidewalk in front of unit 295 at Parking Lot "D"	5' x 17'
18	Remove and replace the section of the sidewalk in front of unit 298 at Parking Lot "D"	5' x 30'
19	Remove and replace the curb and add a curb in Parking Lot "D" at the upper entrance	10" x 30'
20	Remove and replace the sidewalk at Parking Lot "E" in front of building 1429	4' x 40'
21	Remove and replace the section of the sidewalk in front of unit 308 -0309	4' x 110'
22	Remove and replace the section of the sidewalk at the street in front of unit 449	5' x 20'
23	Remove and replace the steps in front of unit 449.	
24	Remove and replace the section of the sidewalk from Parking Lot "I" to unit 449	5'x15'

2. **SPECIFICATIONS**

- a. Where new sidewalks are to be constructed, excavate the area 7-8 inches below the finish grade.
- b. All excavated soil is to be removed after backfilling around the removed forms.
- c. Form and stake as per industry standards.

- d. Install a minimum of 3' crushed stone base and compact.
- e. Pour 4,000 pound PSI concrete in the formed area.
- f. Screed, float and broom finish.
- g. Edges are to be finished with a ¼" radius edging trowel.
- h. Sidewalks are to have cross joints scored at 5 feet spacing with a minimum ½" deep joint trowel.
- i. Where sidewalk areas are to be removed and replaced, all removed sidewalk debris is to be hauled away from the property and properly disposed of at contractor's expense. Adjacent remaining sidewalks are to be sawed to ensure a neat, straight transition. Replacement sidewalks are to be formed poured and finished as specified in the new sidewalk specification.
- j. After adequate setting of the new and replaced sidewalks, forms are to be removed and the area is to be backfilled, seeded with "Kentucky 31" Fescue seed and strawed. Alternatively the vendor may use grass seed blanket/matting as needed on the hills and banks.

3. **GENERAL NOTES**

- a. All work is to be performed by craftsmen skilled in their trade.
- b. All concrete work is to be timed early enough in the day to allow setting time while crews are present to insure newly placed concrete will be protected from tampering.
- c. Any damage to concrete due to improper setting time, will be repaired by the vendor at no expense to KCDC

4. **COSTS**

Vendors are to note that KCDC is asking for a total project cost as well as individual costs for the 24 component projects.

KCDC intends to award this solicitation on the total project cost basis. However, if KCDC does not have enough capital funds to complete the entire project, one or more of the 24 components may be withdrawn from the award at the stated price.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Sidewalk Additions and Replacements at Montgomery Village C15002
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)					
Addenda					
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.					
Acknowledge addenda have been issued by checking below as appropriate:					
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"/>
Statistical Information					
This business is owned & operated by persons at least 51% of the following ethnic background:					
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:					
Section 3 <input type="checkbox"/>		Small Business <input type="checkbox"/>		Woman Owned <input type="checkbox"/>	

Sidewalk Additions and Replacements at Montgomery Village C15002

Solicitation Document A General Response and Cost Section continued

Cost		
Total Project Cost	\$	
Component Pricing		
1	Construct new sidewalk in front of units 57-60 to Parking Lot "R"	\$
2	Remove and replace a section of the sidewalk between units 60-61	\$
3	Remove and replace a section of the sidewalk in front of units 58-59	\$
4	Remove and replace a section of the concrete at the entrance into Parking Lot "P"	\$
5	Remove and replace a section of the sidewalk in front of units 210-211	\$
6	Remove and replace the sidewalk from Parking Lot "Q" to unit 224	\$
7	Remove and replace the steps and sidewalk on the side & back of unit 148	\$
8	Remove and replace the section of the concrete entrance into Parking Lot "Q"	\$
9	Remove and replace the section of the sidewalk beside unit 174 at the street	\$
10	Patch the concrete on the front porches of units 139,140,141, & 142.	\$
11	Remove and replace the section of the sidewalk from the street to the back of unit 123	\$
12	Remove and replace the section of the sidewalk beside unit 123 at the street	\$
13	Remove and replace the section of the sidewalk going into Parking Lot "L"	\$
14	Remove and replace the section of the sidewalk from Parking Lot "M" going east on Daylily Drive toward Sims road.	\$
15	Remove the concrete at Parking Lot "M" Seed and straw area.	\$
16	Remove and replace both sets of steps for building 1417 on Daylily Drive.	\$
17	Remove and replace the section of the sidewalk in front of unit 295 at Parking Lot "D"	\$
18	Remove and replace the section of the sidewalk in front of unit 298 at Parking Lot "D"	\$
19	Remove and replace the curb and add a curb in Parking Lot "D" at the upper entrance	\$
20	Remove and replace the sidewalk at Parking Lot "E" in front of building 1429	\$
21	Remove and replace the section of the sidewalk in front of unit 308 -0309	\$
22	Remove and replace the section of the sidewalk at the street in front of unit 449	\$
23	Remove and replace the steps in front of unit 449.	\$
24	Remove and replace the section of the sidewalk from Parking Lot "I" to unit 449	\$

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

NON-COLLUSION AFFIDAVIT

1. Vendor 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 contendere 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.







Sidewalk Additions and Replacements at Montgomery Village C15002

Solicitation Document B Affidavits-Continued

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 	

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

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13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <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) _____

Sidewalk Additions and Replacements at Montgomery Village C15002
Solicitation Document D Vendor Business Information

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work.

1. EXPERIENCE:

Years in business	_____→	
Years in business under this name	_____→	
Years performing this type of work	_____→	
Value of work now under contract	_____→	
Value of work in place last year	_____→	
Number of Clients	_____→	
Would this contract make KCDC your largest client?	_____→	
Percentage (%) of work usually self-performed (not sub contracted)	_____→	
Has your company:		
Failed to complete a contract?	_____→	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	_____→	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against vendor?	_____→	Yes <input type="checkbox"/> No <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?		

2. SAFETY:

Have you had any OSHA fines within the last three (3) years?	_____→	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?	_____→	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.		

3. PERSONNEL, EQUIPMENT & MATERIALS:

How many total employees does your company employ?	_____→	
Area	Fulltime	Part Time
Clerical	_____→	
Management	_____→	
Laborers	_____→	

Sidewalk Additions and Replacements at Montgomery Village C15002

Solicitation Document E References

1. Provide client references as similar as possible to this work.
2. A company only be listed as a reference once-even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via electronic survey means.

One

Name of the business that was serviced →			
Contact person →			
Contact person title →			
Contact person's telephone number →			
Contact person's email address →			
Description of the service provided →			
Contract began →		Contract ended	
Approximate Dollar Value of the Contract	\$		

Two

Name of the business that was serviced →			
Contact person →			
Contact person title →			
Contact person's telephone number →			
Contact person's email address →			
Description of the service provided →			
Contract began →		Contract ended	
Approximate Dollar Value of the Contract	\$		

Three

Name of the business that was serviced →			
Contact person →			
Contact person title →			
Contact person's telephone number →			
Contact person's email address →			
Description of the service provided →			
Contract began →		Contract ended	
Approximate Dollar Value of the Contract	\$		

Sidewalk Additions and Replacements at Montgomery Village C15002

Solicitation Document F Good Faith Compliance Affidavit

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

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

Section One

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

Company Name	Person	Product/Service	MOB	WOB

Section Two

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

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

Sidewalk Additions and Replacements at Montgomery Village C15002
Solicitation Document G Form of Commitment: Minority Owned Business/Woman Owned Business

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

- Section One** Does not apply-MOB/WOB subcontractors will not used. (Stop Here)
Section Two MOB/WOB Subcontractors will be used. (Complete this page)

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

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

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

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

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

Company Name	Person	Product/Service	MOB	WOB

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

Company Name	Reason

Above information submitted by _____

Printed/Typed Name and Title: _____



CAUTION!!

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

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

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

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

Do not put it inside the envelope.

THIS PAGE DOES NOT NEED TO BE RETURNED

Bid/Contract Name/Number	Sidewalk Additions and Replacements at Montgomery Village C15002
Bid Due Date/Time	08-18-14 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.