




Terry McKee, IT & Procurement Director

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www.kcdc.org

Invitation for Sealed Bids

HAZARDOUS MATERIALS ABATEMENT

Solicitation Number	C18001
Due Date	July 13, 2017
Due Time	11:00 a.m. eastern standard time
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Note: Procurement is in a separate building behind the main office building
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
May responses be emailed to KCDC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Paper copies must also be provided, if the solicitation so indicates.
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting is Mandatory	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting Date	July 5, 2017
Solicitation Meeting Time	2:00 p.m.
Solicitation Meeting Location	KCDC's Board Room at 901 N. Broadway. Come to the Lobby in the Main Building and go upstairs.
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org
Award Results	KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/

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



1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. KCDC is seeking bids from qualified suppliers to remove asbestos containing materials from the interiors and exteriors in 173 units in 29 buildings and the Community Center within the Lee Williams's Senior Citizen housing complex. The scope consists of the removal, handling and disposal of asbestos containing floor tile/mastic and asbestos containing soffit material. This work is occurring in advance of a large-scale demolition project scheduled to begin in the fall of 2017.
- c. The anticipated volume of materials removed is 80-90 thousand square feet of tile and 20-30 thousand square feet of soffit.
- d. The supplier shall furnish all supervision, labor, materials, tools, equipment, services and permits necessary to perform and complete the work within the project timeline. The timeframe for performing this work will be approximately 90 days and the bidder must have the resources available to complete the abatement by no later than the end of October. The anticipated start date will be August 1, 2017.
- e. Unit prices include the removal of the base kitchen cabinets and baseboard heaters as required to abate the tile beneath them. The supplier will leave the cabinets and heaters in the units for disposal during demolition.
- f. The unit price for the removal of asbestos containing soffit material includes the removal and disposal of any non-ACM containing material that might be covering any hazardous material.
- g. Summary of supplier's responsibilities
 - Review the existing conditions and attend the pre-bid and site walk through opportunity.
 - Obtain all necessary permits and licenses, submit any required notifications and arrange for any inspections required by state or local authorities having jurisdiction.
 - Provide competent supervision and workers to complete the work.
 - Perform work in strict accordance with all applicable codes, regulations and laws.
 - Provide waste manifests and landfill receipts for ACM disposal.
 - Provide an abatement protocol for removing and handling ACM.
 - Provide a third party inspection report verifying that abatement is complete for each building.

- Complying with the applicable rules, regulations and laws from all authorities having jurisdiction including the Environmental Protection Agency (EPA) and the State of Tennessee Department of Environment & Conservation.

h. The following documentation from the supplier is required prior to payment for services:

- Worker Roster Sheet
- Worker Licenses and Associated Certifications
- Proof of Medical Clearance to wear respirator
- Project/Job Logs
- Waste Manifest
- Notifications

i. **Storage/Disposal**

1. On-site storage is permissible while work is performed as long as all regulations are followed. Once a building is completed, the asbestos is to be removed from the site. The supplier shall not leave containers, containing asbestos, on site when the supplier is not working. The supplier shall check the container daily to verify that it is secure. The methods used for storage and disposal must comply with all federal, state and local regulations.
2. The supplier will pay all disposal charges; these charges are to be included in their pricing. The supplier is responsible to complete the required manifest documentation that all asbestos material is legally disposed.
3. KCDC will receive copies of all manifests and landfill receipts to document the legal disposal of all material. KCDC will provide the successful supplier with all apartment numbers and street addresses in order to complete the required paperwork.

j. All materials (except as noted above) resulting from demolition work are the property of the supplier and shall be disposed in accordance with Federal, State, and local ordinances, regulations and rules.

2. **BONDS**

Bonds are not required.

3. **CHANGES AFTER AWARD**

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

4. **CODES AND ORDINANCES**

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

5. **CONTACT POLICY**

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

6. **CONTACT PERSONNEL**

The supplier will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful supplier will introduce the new contacts to KCDC personnel.

7. **CONTRACT APPROVAL**

The resulting contract is subject to the approval of the KCDC Board at its July meeting.

8. **CONTRACT DOCUMENTS**

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

9. **DAMAGE**

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

10. **EMPLOYEES**

Supplier will:

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

11. **ENTRANCE TO SITES**

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

12. **EQUIPMENT**

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

13. **EVALUATION**

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

14. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions 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."

15. **INSURANCE**

The supplier shall maintain, at supplier'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 supplier shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

- a. The supplier 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 (should this be quantify) the liabilities and obligations assumed by the supplier under this contract.
- b. *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.
- c. 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 supplier 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.

- d. The Additional Insured shall read “Knoxville’s Community Development Corporation (KCDC)”.
- e. If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC, its officials, officers, employees and volunteers as an additional insured.
- f. **The General Liability policy (or separate Asbestos Abatement policy)** shall be endorsed to include the following provisions:
 - 1. Coverage for asbestos abatement operations as described by the bid specifications and the resulting contract.
 - 2. Pollution coverage as respects asbestos for all phases of the abatement process.
 - 3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
 - 4. Asbestos bodily injury coverage for employees of KCDC, bidder and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area.
- g. *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.
- h. *Workers’ Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- i. ***Environmental Impairment Liability:*** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- j. ***Pollution Liability Insurance:*** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:
 - 1. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by KCDC.
 - 3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, supplier must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to KCDC for review.

k. *Other Insurance Requirements:* Supplier 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.

2. The certificate holder address shall read:

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

3. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.

4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

5. 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.

6. 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 suppliers' insurance) in the same manor and limits as specified for the supplier. Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

7. 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.

8. 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.

9. All policies must be written on an occurrence basis.

- i. 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.
- m. 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.
- n. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

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

16. **INVOICING**

- a. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- b. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchase by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.

17. **LICENSURE**

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed suppliers as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The suppliers must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. Use it to supply the required information.
- c. The State of Tennessee Contractor Licensing Board states that one of the following licenses is required for this work because the cost will exceed \$25,000. Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
 - BC
 - BC-B
 - BC-b(sm)
 - S-A

18. **LIQUIDATED DAMAGES**

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

19. **MATERIALS AND WORKMANSHIP**

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

20. **MEASUREMENTS AND DRAWINGS**

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

21. **PERMITS**

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

22. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with “Hazardous Materials Abatement” in the subject line, at least five days prior to the due date.

23. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

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

24. **RESPONSIBILITIES**

At no expense to KCDC, the supplier will:

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

25. **SAFETY**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.

- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

26. **SECURITY**

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

27. **SITE EXAMINATION**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein. Supplier understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

28. **STORAGE**

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

29. **STORM WATER AND STREET ORDINANCES**

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

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. Additional information about NPDES, BMPs and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage:
<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.

30. **SUBCONTRACTORS**

KCDC must approve subcontractors before they commence work and subcontractors must carry the insurance coverages outlined herein.

31. **TIMELINE**

Once KCDC issues the notice to proceed, the vendor will complete the work within 90 calendar days.


32. **PREVAILING WAGES**

The City of Knoxville will be providing funds to KCDC for this project. As a result, the City's prevailing wage requirements are applicable to this contract in lieu of Davis-Bacon requirements.

- a. The supplier agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § Tennessee Code Annotated 12-4-401 et seq. For the purpose of this contract, the prevailing wage rates shall be the wage rates incorporated in these documents. KCDC reserves the right to demand the payroll records of supplier at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by supplier to provide KCDC with said records within ten working days of the written notice shall constitute a breach of this contract

- b. The supplier must display the attached wage rates and laws at the job site. Highway classification descriptions are found in the State of Tennessee Department of Labor & Workforce Development's document "Classification of Workers Under Tennessee's Prevailing Wage Law – Highway Construction Crafts." This document can be found at <http://www.state.tn.us/labor-wfd/ClassificationHighway9-13-2006.htm>
- c. The supplier and subcontractors shall submit certified payrolls to KCDC each week in which any work occurs. During construction, if the work of the supplier or subcontractor will be interrupted for a week or more, the supplier will place the following statement on the signature sheet of the payroll for the last week in which work occurred: "No additional work will be performed until further notice."
- d. In the event a work stoppage of a week or more occurs which is not anticipated, KCDC shall be furnished the following statement on the signature sheet of the payroll form for the week immediately after the week in which work was interrupted: "No work performed, and no work will be performed until further notice."
- e. When work has ceased in either case as stipulated above, the supplier or subcontractor shall note the following statement on the payroll for the week on which work is resumed: "Last previous work was performed the week ending _____."
- f. For more information see <http://www.tn.gov/workforce/article/prevailing-wage>

2016 HIGHWAY PREVAILING WAGE RATES

		
CLASSIFICATION	CRAFT NUMBER	2016
Bricklayer	1	14.26
Carpenter/Leadsperson	2	17.52
Class "A" Operators	3	19.14
Class "B" Operators	4	17.08
Class "C" Operators	5	17.75
Class "D" Operators	6	16.48
Concrete Finisher	7	15.55
Drill Operator (Cassion)	8	25.26
Electrician	9	24.08
Farm Tractor Operator (Power Broom)	10	13.50
Ironworkers Reinforcing	11	16.29
Ironworkers (Structural)	12	16.89
Mechanic (Class I) Heavy Duty	13	20.33
Mechanic (Class II) Light Duty	14	19.53
Painter/Sandblaster	15	26.36
Powder Person Blaster	16	19.77
Skilled Laborer	17	15.27
Survey Instrument Operator	18	20.45
Sweeping Machine (Vacuum) Operator	19	15.56
Truck Driver (2 axles)	20	15.36
Truck Driver (3/4 axles)	21	14.86
Truck Driver (5 or more axles)	22	16.27
Unskilled Laborer	23	13.11
Worksite Traffic Coordinator	24	19.05
Crane Operator	25	20.44

33. **WEATHER**

KCDC provides allowances for excessive inclement weather since this solicitation calls for liquidated damages if the vendor exceeds the guaranteed number of days for completion.

a. **EXTENSIONS OF CONTRACT TIME**

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

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

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

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

c. **ADVERSE WEATHER AND WEATHER DELAY DAYS**

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

d. DOCUMENTATION AND SUBMITTALS

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

e. APPROVAL BY OWNER

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

34. **WORK HOURS**

Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. Work on Saturdays, Sundays or holidays will require advance approval by KCDC.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

**Hazardous Materials Abatement Services C18001
Solicitation Document A General Information**

Sign Your Name to the Right of the Arrow 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title 

Company Name 


Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

Supplier's e-mail address 

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3 Small Business Woman Owned

Prompt Payment Discount

A discount of _____% is offered if payment is made within 30 days

Insurance Requirements

I have reviewed the insurance requirements in this solicitation and will provide KCDC with a Certificate of Insurance adhering to these requirements within the stated number of days. Yes No

Mastercard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Costs

Unit price per square foot for removal of asbestos containing soffit material	\$
Unit price per square foot for removal of 1 layer of tile and mastic	\$
Unit price per square foot for removal of 2 layers of tile and mastic	\$
Unit price per square foot for removal of 3 layers of tile and mastic	\$

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

9. Iran Divestment Act:

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

Non-Collusion:

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

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

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

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



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.

Hazardous Materials Abatement C18001

Solicitation Document F Envelope Coversheet

Bid Due Date/Time	07-13-17 at 11:00 a.m.		
Bidder's/Firm's Name			
State of Tennessee Contractor's License Holder Name			
State of Tennessee Contractor's License Number			
Pertinent State of Tennessee Contractor's License Classification			
State of Tennessee Contractor's License Expiration Date			
Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's	
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	
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	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

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