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Request for Proposals	
Solicitation name	Construction Management Services for the Construction of a Multifamily Housing for Western Heights Phase 1 (Vertical Construction) C24001
Upload responses by	11:00 a.m. on Wednesday, August 24 th , 2023
Upload your responses (As <i>one document</i>) to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions	KCDC will not accept questions via telephone. Post questions to https://vrapp.vendorregistry.com/Account/LogOn by 6:00 p.m. on Friday, August 18, 2023.
Solicitation Meeting	Tuesday, August 9, 2023 at 8:30 a.m.
Solicitation Meeting Location	KCDC's Board Room at 901 N. Broadway, 37917
Solicitation Meeting Connection	Email procurementinfo@kcdc.org for the Zoom link.
Opening	There is no public opening since this is a request for proposals solicitation. However, the scoring tabulation will be posted to KCDC's webpage shortly after an award decision is made.
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/.
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Definitions

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

2. Background and Intent

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 20 sites with approximately 3,200 dwelling units. Brinshore Development (Brinshore), is a privately-held, Chicago-based real estate development firm with a focus on the development and ownership of affordable housing. Brinshore's current portfolio includes over 11,000 units of affordable and market rate housing across more than 100 properties. KCDC and Brinshore will jointly develop and co-own the Project contemplated herein.
- b. KCDC is soliciting proposals and cost estimates from qualified construction companies to participate in the preconstruction and general construction services for Western Heights Phase 1, a new, 76-unit multifamily apartment building ("Project"). KCDC is soliciting proposals from construction firms with recent, comparable experience as a Construction Manager at Risk ("CMAR"), working under a guaranteed maximum price (GMP), and are skilled in construction of new multifamily developments with a similar size and complexity. Proposals submitted under this solicitation will also be required to include a construction cost estimate from prospective proposers based on the 100% Design Development Documents by the architectural firm, Smith Gee Studio, dated June 30, 2023. The cost estimates, along with proposers' experience and competencies, will be part of the evaluation and scoring of proposals.
- c. The Project will be owned by Western Heights 1 LP ("Owner"), a single purpose entity that is co-owned by KCDC and Brinshore. Prior to starting construction of the Project, a to-be-determined tax credit investor will also be admitted to the partnership.
- d. This project consists of a preconstruction phase and a construction phase with separate notices to proceed for each phase. During the preconstruction phase, the CMAR will collaborate with the Owner, Owner's Representative (Blackburn Development Group, Rick Blackburn) and architect on the design, constructability, cost and schedule of the project, and develop a Guaranteed Maximum Price (GMP) proposal to construct the project. Upon Owner's acceptance of the GMP, proposed Construction Schedule, and agreement on terms,

Owner will issue an AIA A133 CMAR contract to the CMAR for the construction phase without additional public competition. The intent of the joint participation in the preconstruction phase is to arrive at agreement as to the scope, GMP and time requirements for the project. If agreed, a GMP contract will be negotiated and executed.

If Owner and the CMAR do not agree upon a GMP, Owner will not award the construction phase of the project and will instead issue another solicitation for that phase. See paragraph 23 of this document for more details on Scope of Work. In this event, neither the Owner nor the CMAR will have any financial obligation to the other except as explicitly provided for in the preconstruction agreement.

- e. The CMAR shall be incorporated into the project team, which shall also consist of the Owners, KCDC, Brinshore Development, Smith Gee Studio (the “Architects”), Blackburn Development Group (“Owner’s Rep”) and other consultants as Owner may deem necessary or appropriate (“Project Team”). The CMAR shall provide an approved project team to provide with construction technical, cost estimating, value engineering, and scheduling services during the design process and then provide complete construction management services during the construction.

3. Western Heights Phase 1 (Project) Overview

- a. The Western Heights Phase 1 project site is located at 1800 Vermont Avenue, in the Western Heights neighborhood of Knoxville. The site for the project is approximately 7 acres. The Project will include four residential buildings with a total of 76 dwelling units, a clubhouse, various outdoor amenities, and site improvements. Total gross residential area will be approximately 84,000 square feet and the clubhouse will be approximately 5,300 square feet, as described in the 100% Design Development documents dated June 30, 2023, by Smith Gee Studio.
- b. Scope of Preconstruction Services will be generally as follows:
 - Consult with, advise, assist, and provide recommendations to the Project Team on all aspects of the design of the project throughout the preconstruction period. It is anticipated that there will be a minimum of two virtual meetings per month and additional time for interim meetings, emails, and phone communications. There will also be several in-person meetings at the project site during the preconstruction period. Further involvement at a lower intensity will be needed during the loan approval period and a “for construction” rebid to subcontractors will be needed in late 2023 or early 2024 during preparations for execution of the construction contract and mobilization for construction.
 - Provide information, estimates and alternative schemes, and participate in decisions regarding existing conditions, site utilization and construction phasing. Maintain a dynamic value engineering record with inputs from all project participants and provide alternative pricing and time impact for each item.

- Recommend division of the work to facilitate bidding and award of trade subcontracts and purchase agreements, considering such factors as minimizing disruption of existing facilities, improving or accelerating construction completion, minimizing trade jurisdiction disputes, increasing minority-owned business participation and other related issues.
- Develop and update a project schedule that outlines the proposed approach to sequencing and phasing the site work, construction, and delivery of the various buildings to optimize total construction time and provide phased occupancy of the buildings.
- When 100% CD drawings and project specifications are complete, provide a final GMP proposal for the project, including a Qualifications and Exclusions exhibit and proposed Initial Project Schedule for use in preparation of the construction contract.

4. Bonds

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

5. Changes after Award

It is possible that after award KCDC will need to revise the requirements specified herein. 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. Such changes will not be of a "cardinal" nature.

6. 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

7. Contact Policy

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

8. Contract Approval

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

9. Contract Documents

Owner's proposed contract for pre-construction services and construction services are posted with this RFP on KCDC's webpage (AIA 133 and exhibits, and AIA 201). Review these carefully as no material changes will be made to the agreement.

10. Evaluation

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

Factors	Maximum Points
Construction Manager's Experience & Resources Similar projects Construction Management At-Risk Experience Key Personnel Current Workload References	40
Construction Cost Estimate Cost Estimate based on 100% DD Drawings (or adjusted as necessary to reflect bidder assumptions)	40
Cost of Services Contractor Fees	20
Total	100

11. General Instructions to Suppliers

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

12. Insurance

- a. KCDC will post addendum 1 detailing the insurance requirements to its webpage as soon as possible. The insurances and levels indicated are required and not optional. Insurance may change after award based on the Project's outside investor and lender. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base proposal.
- b. Note that KCDC's Insurance Appendix (4) requires your signature as well as that of your insurance agent(s). Return this page with your proposal.
- c. Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to dmartin@kcdc.org for review.

13. Licenses

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

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

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

- e. Failure to include the required licensure information may result in an offer being deemed nonresponsive.

14. Liquidated Damages

During the construction phase, if the project reaches that level, liquidated damages for each day beyond the scheduled completion date will apply. The specific terms of the liquidated damages are further described within the contract documents.

15. Permits

The supplier (and/or any subcontractors) shall obtain and pay for all permits required to complete authorized work.

16. Safety/OSHA Guideline Compliance

- 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 supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- c. 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.
- d. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

17. Section 3 of the HUD Act of 1968

All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. Upon award, the successful supplier will complete a Section 3 project plan for KCDC. The successful supplier will supply KCDC with job announcements for any positions that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865-544-5269.

18. Small Business Outreach

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

19. **Smoke Free Policy**

KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

- No smoking on any KCDC property
- No e-vape or similar usage on any KCDC property
- The Smoke Free policy applies in personal or corporate vehicles on owner's property

20. **Solicitation Requirements**

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

21. **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 City of Knoxville ordinances as well as any other local, state or federal storm water management requirements, and as required in the Project's plans and specifications.

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 \$100 fee per violation for related administrative costs.

22. **Subcontracting**

- a. If the CMAR and Owner agree to the second stage and sign a contract for construction services, the successful CMAR is required to schedule and conduct at least one overall Pre-Solicitation Conference for subcontractors in cooperation **with KCDC's Procurement representatives** and their owner's representative. This conference will be publicly advertised to communicate to any interested minority owned, women-owned, veteran-owned, or other disadvantaged businesses, the scope, qualifications and general bidding requirements of each discipline. The intent of this meeting is to provide any attending company the fair opportunity to know and understand the bidding requirements to submit and gain awards through responsible, competitive bidding practices.
- b. If Owner approves the option for the CMAR to self-perform certain trade work, the work must be competitively bid in accordance with KCDC's policies. In such cases, bids for the specific trade work will be submitted directly to KCDC for opening.
- c. In addition to other requirements set forth herein, all subcontractors must:

1. Be approved by Owner prior to beginning work. KCDC must approve any changes.
2. Not be on federal nor the State of Tennessee’s debarment lists.
3. Carry the insurance coverages as outlined herein.
4. Adhere to the Davis Bacon requirements in place and applicable at the time.

23. Submit your information in this order:

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Introduction
Solicitation Document C	Construction Manager’s Experience
Solicitation Document D	Resources and Approach
Solicitation Document E	Cost of Services
Solicitation Document F	Affidavits
Solicitation Document G	HUD Form 5369A
Appendix 4	Insurance Assertions (last page only)

- a. The use of tables in presenting information facilitates the evaluation team’s review.
- b. Do not use phrases such as “See the attached” or “Will be provided upon award.”
- c. Proposals are limited to **15** pages’ total. A page is the front and reverse of one 8.5 x 11 sheet of paper. The 15-page limitation does not include Solicitation Documents A, F, G and Appendix 4.

Do not return this and the preceding pages to KCDC.

Solicitation Document A		General Information about the Supplier				
Note: Complete all cells even if the answer is "Does not apply"						
Sign Your Name in the column to the right						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representatives has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Item			Response			
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
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. Be sure to check for addenda prior to submitting a proposal.						
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 (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
4. 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 American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount						
A ____% prompt payment discount applies if KCDC pays within ____ days of accurate invoicing.						
Insurance Statement						
I have reviewed the insurance requirements and will comply without exception. Yes <input type="checkbox"/> No <input type="checkbox"/>						

Solicitation Document B**Introduction**

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

1. Provides a high-level introduction of your company.
2. Explains the type of organization (Corporation, Partnership, Joint Venture, LLC, et cetera).
3. State of Tennessee Contractor's License Number, Expiration Date, Classification and Limit.
4. Details of your company's history and expertise.

Solicitation Document C**Construction Manager's Experience & Resources**

Use this section to provide:

1. Provide a summary of similar projects completed in the last five years. Highlight and provide details (project dates, client info, budget/costs, project size, et cetera) for projects that were comparable multifamily residential projects and/or utilized the construction manager at risk delivery method.
2. Provide an organizational chart showing the proposed structure of the proposed CMAR team. Describe the proposed roles and estimated involvement for the listed key personnel during pre-construction, construction, and/or throughout the project and provide a summary of each individual's professional experience.
3. Your current workload (committed projects that are either in construction and pre-construction) and the respective scheduled completion dates for each project.
4. Identify any components of the Scope of Work included in the RFP that the organization is unable to perform or if additional scope should be included but is not currently listed
5. Provide three references. References should include clients on one or more of the projects highlighted in the section above. Reference information includes contact person and their phone and email address.

Solicitation Document D**Construction Cost Estimate**

Use this section to provide:

1. Provide a schedule of values by division to complete the Project based on the 100% Design Development drawings by Smith Gee Studio, dated June 30, 2023.

2. The construction budget should be based on the drawings provided as part of this solicitation. To the extent any assumptions need to be made in order to produce a complete and more accurate budget, please note those assumptions and accompany them with your schedule of values. Owner reserves the right to request additional information from all bidder's in order to ensure that cost estimates can be effectively evaluated. Include a preliminary construction schedule showing major milestones for the four residential buildings, site and clubhouse assuming a 1Q 2024 construction start.

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

1. Cost Items Details (do not alter the structure below). Assume 4-6 months for preconstruction and 16 months for construction.

a	Assuming a construction budget of \$22,000,000 state the lump sum preconstruction fee.	\$
b	Provide a proposed construction management fee including overhead and profit applicable to a project construction budget of approximately \$22,000,000.	%
c	State the general conditions cost during construction (on a monthly basis) based on the General Requirements required per Appendix 3	\$
d	General Liability Insurance Cost expressed in dollars	\$
e	Performance and Payment Bond Costs expressed in dollars	\$

2. Provide a summary of the organization's financial capability to ensure a payment and performance bond in an amount equal to 100% of the construction cost limitation noted above.
3. A listing of current and projected bonding capacity within the next 12 months to 24 months.

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 T.C.A. 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.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, 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.

Accuracy of Electronic Copies

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

General

11. 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 with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
12. The 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.

No Contact/No Advocacy Affidavit

13. Any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

Non-Boycott of Israel Affidavit

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid/proposal rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by 	
Printed Name 	
Title 	

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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.

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.

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) _____

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

Limit on Contractor Fees, Profit, Overhead and General Requirements

1. The total contractor fees, including contractor profit, contractor overhead and general requirements, shall not exceed 14% of total site work costs plus cost of accessory buildings plus either new building hard costs or rehabilitation hard costs, as determined by THDA, broken down as follows:

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

Do not return this and the preceding pages to KCDC.

See KCDC's webpage.

Do not return this and the preceding pages to KCDC.

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

Do not return this and the preceding pages to KCDC.

I have reviewed the insurance requirements for this solicitation with the proposer named below and have told the proposer that the required coverage will be available and have advised the proposer of any additional costs that may be entailed with the coverages.

Insurance Agency 1 Name: _____

Authorizing Signature: _____

Insurance Agency 2 Name: _____

Authorizing Signature: _____

Insurance Agency 3 Name: _____

Authorizing Signature: _____

Proposer's Statement and Certification:

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I and my subcontractors (if any) will comply with the insurance requirements herein.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

Proposer's Name: _____

Authorizing Signature: _____

Do return this page to KCDC with your proposal