

Terry McKee, IT & Procurement Director

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Invitation for Sealed Bids

ROOFING REPAIR SERVICES (AS NEEDED)

Solicitation Number	Q1911	
Due Date	October 18, 2018	
Due Time	11:00 a.m. EST	
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 .	
Responses may be Emailed to KCDC	☐ Yes ⊠ No	
Printed Responses Required	⊠ Yes □ No	
Solicitation Meeting	☐ Yes ⊠ No	
Solicitation Meeting is Mandatory	☐ Yes ☐ No ☒ Not Applicable	
Solicitation Meeting Date	Not applicable	
Solicitation Meeting Time	Not applicable	
Solicitation Meeting Location	Not applicable	
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.	
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/	
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. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. The intent of this solicitation is to have a supplier under contract to perform roofing repair and minor replacement services for KCDC as needs arise. As such needs arise, the site manager will contact the successful supplier to request services.
 - Typically KCDC will not use this solicitation for roofing services if the cost exceeds \$25,000. However, KCDC does reserve the right to do so if it is in KCDC's best interest.
- c. Any agreement resulting from this solicitation will be an "open-end" type of agreement. There is no guarantee that any specified or minimum level of services will be required by KCDC or provided by the supplier.
- d. It is understood that KCDC intends to use the successful supplier for these products or services; however, KCDC reserves the right to purchase these products or services elsewhere if it is in KCDC's best interest.

2. 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 and negotiate these charges.

3. Codes and Ordinances

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

4. **Contact Personnel**

The supplier will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the supplier will introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

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. **Damage**

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

7. **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. 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.

8. **Entrance to Sites**

Supplier's 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.

9. **Equipment**

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

10. Evaluation

KCDC will arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. 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.

11. **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."

12. **Identification**

The supplier's employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have photo identification badges or other company identification at all times.

13. 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.

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 the liabilities and obligations assumed by the supplier under this contract.

a. Commercial General Liability Insurance: occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

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.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)." If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the supplier shall add by endorsement, KCDC its officials, officers,

- b. 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.
- c. Workers' Compensation Insurance and Employers Liability Insurance: with statutory limits as required by the State of Tennessee or other applicable laws.
- d. Other Insurance Requirements: Supplier shall:
 - 1. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
 - 2. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services.
 - 3. 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 supplier's insurance) in the same manner 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.
 - 4. 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 supplier's insurance. If the supplier 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, supplier shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall be:

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

Owner Entities include: KCDC, its officials, officers, employees, and volunteers

Eastport Development, LP

Five Points 1 LP

Five Points 2 LP

Five Points 3 LP

Five Points 4 LP Lonsdale, LP

North Ridge Crossing, LP

Vista at Summit Hill, LP

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)

- 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. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
- 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit supplier 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 supplier enter into such an agreement on a pre-loss basis.
- 8. All policies must be written on an occurrence basis.
- e. 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.
- f. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the supplier 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 supplier against any loss exposures, whether as a result of the project or otherwise.
- g. 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	oxtimes Yes	□ No
Construction Services	15 calendar days	☐ Yes	□ No

14. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90 day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. 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 purchased 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.
- d. KCDC pays by electronic transfer (ACH) only.
- e. Since KCDC is the managing partner for four separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered
 - With KCDC's permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
 - Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista.

f. Invoices must:

- 1. Be numbered
- 2. List a date on them that is after the work is completed or goods delivered
- 3. List the purchase order number
- 4. Breakdown pricing according to the award structure
- g. KCDC requires that invoices be submitted via email.

15. **Length of Award**

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

16. <u>Licensure</u>

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

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

17. **Price Structure**

- a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with our without notice.

18. Questions

Send direct questions pertaining to this document to <u>purchasinginfo@KCDC.org</u> with "Roofing Services" in the subject line, at least five business days prior to the due date. KCDC does not accept questions via telephone.

19. Section 3 of the HUD Act of 1968

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

a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to http://www.hud.gov/offices/fheo/section3/Section3.pdf. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 - A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

20. Smoking Policy

On July 31, 2018 KCDC implements a new Smoke Free policy goes into effect and it applies to you and your employees. Specifically, the policy (which is HUD required) mandates:

No smoking on KCDC property

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

HUD definitions include:

- ✓ "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ "Electronic Smoking Device" means any product containing or delivering nicotine or any other
 substance intended for human consumption that can be used by a person in any manner for the
 purpose of inhaling vapor or aerosol from the product. The term includes any such device,
 whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, ehookah, or vape pen or under any other product name or descriptor.
- ✓ Property means all buildings, parking lots, streets, structures and <u>land</u> owned by KCDC.

Should vendor staff be observed violating these requirements, KCDC's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences, KCDC may ask the vendor to not send the employee to KCDC property. Repeated offenses may result in forfeiture of your awarded "contract."

21. Use of Solicitation Forms

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are asked to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

Scope of Work

22. General Requirements

KCDC primarily intends for this contract to result in an award to provide roofing repair and minor replacement services for KCDC as needs arise.

23. After Hours Work

The supplier may have to perform work during KCDC's non-working hours or on weekends or holidays. The Project Manager must approve all repairs, including afterhours work. The supplier shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the pricing page herein.

24. Cleanup

The supplier shall keep KCDC's premises free from accumulation of waste materials or rubbish caused by their operations at all times. Upon completion of the work, the supplier shall remove

all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials.

- a. Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the supplier.
- b. The supplier shall comply with all applicable state and local laws and ordinances related to the hauling, handling and disposal of such material.
- c. The work site is to be cleaned daily of all debris, nails, et cetera.
- d. At the end of the project, the entire area is to be cleaned and "swept" with a magnet to remove nails on ground.

25. **Contact Personnel**

It shall be essential to the success of this contract to develop a good working relationship with the successful supplier. It is imperative that the KCDC account be handled efficiently and professionally. KCDC should be assigned no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful bidder shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC so as to avoid any interruption of service.

26. Estimates

The supplier will be required to visit the potential job sites and submit accurate quotations before the work is authorized. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the quote. Quotations must be provided within five business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job.

- a. Quotations must include, but are not limited to include:
 - Cost of labor
 - Cost of materials
 - Detailed description of the scope of work
 - Any required subcontracted services
- b. Quotations shall remain firm for thirty days from acceptance by KCDC.
- c. All estimation and quotation preparation shall be provided at no cost or obligation to the KCDC.
- d. All estimates will be based upon the bid prices submitted in response to this solicitation.

27. **Labor**

a. Install fifteen pound felt as needed for repairs of shingled roofs.

b. Install shingles as specified, using a minimum of four nails per shingle. All installation shall be as per manufacturer's recommendations, staples will not be allowed.

28. <u>Labor Charges</u>

- a. Suppliers shall include all costs (overhead, insurance, workmen's compensation unemployment insurance, unemployment insurance, social security, routine supplies and materials, et cetera) in the hourly rate.
- b. Suppliers are required to have hours worked certified by KCDC personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCDC employee. A job/service ticket will be left with the KCDC designee. This document will show the arrival and departure time and date for each employee.
- c. Additional charges will not be allowed for truck mileage.
- d. Overtime/holiday rates will not be paid unless specifically authorized in writing by KCDC.
- e. Any time consumed for meals eaten during the time on the job will be deducted. (Not relevant to job specific quotes).

29. Licensing

If applicable, suppliers must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. <u>Copies of all such licenses and/or permits are to be submitted</u> <u>with the informal response</u>. <u>Failure to submit copies of such may lead to informal response</u> <u>rejection</u>.

30. Materials (Typical)

a. Roof Shingles: Three-tab fiberglass base, self-sealing shingles with a minimum of 235

pound per square or equivalent to existing shingles on roof.

Laminated shingles, also known as "architectural" or "dimensional" shingles

with warranties no less than 45 years.

b. Nails: As a minimum, these shall be 7/8" galvanized (longer nails to be used at

ridge cap).

c. Decking: Materials used for decking repair are to be exterior grade plywood of a

thickness equal to that of the existing decking (3/4" thickness).

d. Ice Barrier: An ice barrier must be installed in accordance with Chapter 15 of the 2015 IBC

or Chapter 9 of the 2015 IRC. Proper ventilation is also important for performance in cold climates, and the ability to shed or retain snow must also

be considered.

e. Warranty: Shingles are to have a twenty-five year warranty, with 10 year algae relief warranty equal to those manufactured by Tamco or Certainteed.

31. Other Roofs

KCDC has four properties that have rubber roofs and one building that has metal and rubber roofs. The specifications of the rubber roofing and metal roofing industries will be the guidelines for repairing these roofs.

32. **Quality**

All work must meet the applicable requirements of all authorities having jurisdiction.

33. **Scheduling of Work**

- a. Supplier shall cooperate with KCDC officials in performing the work so that interference with KCDC's normal program is minimized.
- b. The supplier must cooperate in scheduling work so work by other suppliers is not impeded.

34. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Comply with the Davis Bacon requirements and submit certified payrolls.
- d. Not be on HUD's Debarment List.
- e. Not be changed without KCDC's permission.

35. **Supplier Service Tickets**

The supplier shall furnish Service Tickets for all work performed. Each project requires individual Service Tickets that shall detail labor, material utilized, rental equipment and subcontractors utilized. The Service Tickets shall be imprinted with the company's name and submitted to the Project Manager or his designated representative at the completion of each workday. If Service Tickets are not left at the site, KCDC has the right to withhold payment.

Service Tickets must include the following:

- a. Facility name
- b. Equipment name and ID number
- c. Personnel name, labor classification, and hours worked

d. Materials used

e. A detailed description of work performed.

36. Wage Compliance

The successful supplier will be required to submit certified wage compliance forms once per month. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract. Additionally, periodically KCDC will have to "interview" one or more of your employees while they are on site working. These are brief interviews that usually last around two minutes.

a. Two forms will be used:

- 1. Employee Statement of Wages & Hours Worked.
- 2. Supplier Certification of Wage Compliance.

These forms and completion instructions will be supplied to the successful supplier.

b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of
			at Least
Carpenter	\$11.72	\$3.28	\$15.00
Concrete Finisher	\$10.01	\$0.00	\$10.01
Custodian	\$ 6.99	\$1.96	\$8.95
Electrician	\$11.72	\$3.28	\$15.00
Elevator Technician	\$11.72	\$3.28	\$15.00
Equipment Operator I	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$ 7.62	\$2.13	\$9.75
Housing Craftsman I	\$10.76	\$3.01	\$13.77
Housing Craftsman II	\$11.72	\$3.28	\$15.00
HVAC Laborer	\$ 8.31	\$2.33	\$10.64
HVAC Technician	\$11.72	\$3.28	\$15.00
Laborer	\$ 7.62	\$2.13	\$9.75
Mower	\$ 7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Pest Control Technician	\$ 8.31	\$2.33	\$10.64
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Plumber's Assistant/Helper	\$ 9.87	\$2.76	\$12.63
Pressure Washer	\$ 8.31	\$2.33	\$10.64
Roofer	\$13.00	\$0.00	\$13.00
Skilled Laborer	\$ 8.31	\$2.33	\$10.64
Welder	\$11.72	\$3.28	\$15.00

c. These requirements apply to all subcontractors that may be used by the successful supplier.

37. Work Hours

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. However the supplier must understand KCDC's staff will not be on site or readily available after 4:00 p.m. during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

38. Work Standards

a. Finish: All work is to result in a watertight finish.

b. Matching: All work is to match existing shingles as closely as possible.

c. Shingle Quality: Shingles are to be of a high quality, residential or better grade.

d. Flashing: At the roof area (where shingles butt against wall and flat roof exists), ensure

that the shingles are installed under the existing flashing and counter flash as

necessary to insure a leak-proof installation.

e. Starter Strips: The starter course is to consist of starter strips (not cut-up shingles) for

proper weather/water sealing.

39. Workmanship

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Solicitation Document A General Response Section

		General information	n about the Sup	piler	
Sign Your Nan	ne to the Right of	the Arrow	-		
By signing, you	u indicate you read	d and agree to "KCDC'	's		
General Instru	ictions to Suppliers	s" on <u>www.kcdc.org</u> .			
Printed Name	and Title =				
Company Nan	ne 💳				
Street Addres	s				
City/State/Zip			>		
Contact Perso	n (Please Print Cle	early)	→		
Telephone Nu	ımber <u> </u>		>		
Cell Number					
Supplier's E-N	1ail Address (Plea		→		
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		Click on "Procureme enda prior to submitti		"Open Solicitations	" to find
		denda have been issu		below as appropria	te:
				acien ac appropria	
None 🗆	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Addendum 5
None 🗆	Addendum 1 🗆		Addendum 3 Check all the	Addendum 4 🗆	Addendum 5 \square
		Statistical Information	n (Check all the		
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Item	Rate	Unit of Measure
Metal Roofing Services – Regular Time	\$	Per hour
Metal Roofing Services – Emergency/Overtime		
Rubber Roofing Services – Regular Time	\$	Per hour
Rubber Roofing Services – Emergency/Overtime Time	\$	Per hour
Shingle Roofing Services – Regular Time	\$	Per hour
Shingle Roofing Services – Emergency/Overtime Time	\$	Per hour
Decking Repair	\$	Per square foot
Mark up on materials		%
Overhead/Profit		%
Proposed Standard Shingle (subject to availability and matching)		
Once purchase order is received by supplier, how many calendar days before work will start?		
Number of years work (labor) is guaranteed		
Number of years materials are guaranteed		

Shingles

Shingles are to be billed at cost or with the markup indicated above.

Solicitation Document C Affidavits

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.
- 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 supplier s, 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 contender 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.

Solicitation Document C Affidavits - continued

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.

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.

Accuracy of Electronic Copies:

12. 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.

Solicitation Document C Affidavits - continued

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law, and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(I) 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)(l) through (a)(3) above.

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to so licit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or compan employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.
- 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.

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- (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.

Small, Minority, Women-Owned Business Concern Representation

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

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Ch	eck the block applicable to you)		
[]	Black Americans	[]	Asian Pacific Americans
[]	Hispanic Americans	[]	Asian Indian Americans
[]	Native Americans	[]	Hasidic Jewish Americans

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9. Certification of Eligibility Under the Davis-Bacon

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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:
- 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.

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)		
(Titte)		
(Company Name)		
(Company Address)		

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Solicitation Document E Supplier Business Information

Supplier:			
1. Experience:			
Years in business	-		
Years in business under this name			
Years performing this type of work			
Value of work now under contract			
Value of work in place last year			
Number of clients			
Will this make KCDC your largest client?			
Percentage (%) of work usually self-performed (not sub-contracted)			
На	s your firm:		
Failed to complete a contract?	Yes No		
Been involved in bankruptcy or reorganization?	Yes No		
Pending judgment claims or suits against firm?	Yes No		
What company do you use for pre-employment criminal background checks?			
2. Safety:			
Have you had any OSHA fines within the last three (3) ye	ears?	Yes No	
Have you had any job related fatalities within the last fiv	ve (5) years?	Yes No	
If you have answered YES to either of the above question the circumstances surrounding each incident.	ns, you MUST submit, (on a separate sheet,	the details describing
3. Personnel, Equipment & Materials:			
How many total employees does your company employ	y?		
Area		Fulltime	Part Time
Clerical			
Management -			
Technicians			
Other			

Solicitation Document F Supplier References

Supplier:		
Provide three (3) references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once - even if you have completed multiple projects/jobs for them.		
Name of Business		
Contact Person		
Contact Person Title		
Contact Person Telephone Number		
Description of Service Provided		
Date Contract Began		
Date Contract Ended		
Approximate Dollar Value of the Contract	\$	
Name of Business		
Contact Person		
Contact Person Title		
Contact Person Telephone Number		
Description of Service Provided		
Date Contract Began		
Date Contract Ended		
Approximate Dollar Value of the Contract	\$	
Name of Business		
Contact Person		
Contact Person Title		
Contact Person Telephone Number		
Description of Service Provided		
Date Contract Began		
Date Contract Ended		
Approximate Dollar Value of the Contract	\$	

Solicitation Document G Bid Envelope Coversheet



State Law requires certain supplier license information be on the front of your envelope. You are responsible for providing the correct information on the front of your envelope but KCDC provides this form as a guide to help you. Failure to supply such required information as invalidates your bid. Attach this completed page to the front of your bid envelope. **Do** not put it inside the envelope.

Bid Due Date/Time		09-13-18 at 11:00 a.m.	
Supplier's/Firm's Name			
State of Tennessee Supplier's License Holder Name			
State of Tennessee Supplier's License Number			
Pertinent State of Tennessee Supplier's License Classification			
State of Tennessee Supplier'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 Supplier's License		State of Tennessee Supplier License Number	
State of Tennessee Supplier License Classification(s)		Expiration Date of State Supplier's	
HVAC Subcontractor Name on the State of Tennessee's Supplier's License State of Tennessee Supplier License Classification(s)		State of Tennessee Supplier License Number Expiration Date of State Supplier's	
Masonry Subcontractor Name on the State of Tennessee's Supplier's License State of Tennessee Supplier License Classification(s)		State of Tennessee Supplier License Number Expiration Date of State Supplier's	
· ·			
Plumbing Subcontractor Name on the State of Tennessee's Supplier's License State of Tennessee Supplier License		State of Tennessee Supplier License Number Expiration Date of	
Classification(s)		State Supplier's	

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

be inside the envelope.