

Invitation for Sealed Bids

The Purchasing Division of Knoxville's Community Development Corporation (KCDC), on the behalf of Triple M Property Management, will receive sealed bids for the **Construction of a Commercial Development Site near the Intersection of I-275 and Heiskell Avenue** as detailed in the conditions and specifications listed herein.

Due Date: February 5, 2010

Due Time: By 11:00 a.m. KCDC time

Pre-Bid Meeting Location: KCDC's Board Room at 901 Broadway North

Pre-Bid Meeting Date: January 29, 2010

Pre-Bid Meeting Time: 9:30 a.m.

Please read this document prior to the meeting. Mark questions and bring this document with you.

Bid Number: Q1016

Deliver Bids to: Knoxville's Community Development Corporation
(Faxes and Emails are not acceptable) Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Award Results As soon as practicable, KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.

MS Word Version: This document is available in MS WORD format. If you are interested in obtaining the Word document, please email purchasing@kcdc.org. Note that KCDC's Adobe copy of the document will remain the "official" version of the document. The Word version will not have some forms which are only available in Adobe format.

Blueprints: Blueprints are available from Knoxville Blueprint



Special Instructions to Bidders

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and Knox County in Tennessee. KCDC's public housing property portfolio includes 16 housing properties with approximately 3,800 dwelling units. KCDC also oversees approximately 4,000 Section 8 Vouchers and 17 redevelopment areas.
- b. The City of Knoxville, through KCDC, has awarded an E-Z Funds Grant to Triple M Property Management for the construction of a 4,233 square foot building with two prime tenants (Lonsdale Market & Deli and the Lonsdale Payment Center). Included in this project is the construction of a liquor store funded solely by Palace Liquor Store. No E-Z Grant Funds will be used for the construction of the liquor store. Space is provided on the Solicitation Document A for the bidder to provide a separate bid for the construction of the liquor store. A separate agreement and invoicing is required for this portion of the project.
- c. A condition of this grant is that KCDC conduct the public bidding of this project. However, the resulting contract will be solely between the successful bidder and Triple M Property Management. KCDC's role in this process is that of a "bid facilitator." KCDC will not be a party to the contract nor will KCDC play a role in the payment process. KCDC will have no day-to-day connection with the project. All transactions are completely between the successful bidder and Triple M Property Management. In no case shall KCDC be liable for any work, fees, payments or other matters associated with the contract and/or the work.
- d. The Architectural firm for this project is Byrd & Cooper. Barry Byrd is the lead architect.
- e. The estimated total value of this job is \$1,000,000. Of that, the grant accounts for approximately 48% and Triple Property Management is responsible for the balance of the funds.
- f. Bidders must note that the business must remain open during the construction and renovation phase.

2. BONDS

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

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. A performance and payment bond each for 100% of the contract price.

3. BOOKS AND RECORDS

The bidder shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under a contract and make such materials available at its offices at all reasonable times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under a contract. This shall be for inspection by Triple M Property Management or by any other governmental entity or agency participating in the funding of a contract, or any authorized agents thereof. Copies of said records shall be furnished by the bidder if requested. Such records shall include those books, documents and accounting records that represent the bidder's costs of manufacturing, acquiring or delivering the products and services governed by a contract.

4. COMPLETION

This project must be completed by May 31, 2010.

5. **COMPLIANCE WITH ALL LAWS**

The bidder is assumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits and inspections.

6. **EVALUATION**

KCDC and Triple M Property Management will evaluate the responses to this solicitation based upon the price. However all bids are subject to a determination of “responsive” and “responsible” prior to award. Responsive means that you properly submitted all of the paperwork required. Responsible means that your company has the wherewithal to successfully complete the work.

7. **EXPENSES INCURRED**

All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the bidder.

8. **GENERAL CONDITIONS**

This project shall be administered in compliance with all applicable Federal statutes and regulations as outlined below. Owner and all bidder(s) and subcontractor(s) shall comply with said statutes and regulations, as applicable.

a. **Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms**

The bidder shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
2. Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises.
4. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises.
5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

b. **Equal Employment Opportunity**

During the performance of this contract, the Bidder agrees as follows:

1. The bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

2. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352)

This statute provides that no person in the United States shall be excluded from participation in the program, or be denied the benefits of the program, or in any way be subjected to discrimination under the program on the basis of race, color, or national origin. This requirement will apply for the period during which the real property is improved and the rehabilitation loan is outstanding.

d. Executive Order 11246

This executive order requires that no person shall be discriminated against during the performance of construction contracts under the program, based on race, color, religion, sex, or national origin. Bidders and subcontractors participating in the program shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, transfer, recruitment and recruitment advertising; lay-off and termination; rates of pay and compensation; and selection for training and apprenticeship.

e. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The bidder agrees to send to each labor organization or representative of workers with which the bidder has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the bidders commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The bidder agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The bidder will not subcontract with any subcontractor where the bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the bidder is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the bidders obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.
- f. "Anti-Kickback Act", as amended
This law prohibits the bidder and all subcontractors from inducing, in any manner, an employee to give any part of the compensation to which he/she is entitled under the contract of employment.
- g. Developer further agrees that the rehabilitation work financed in whole or in part with funds provided through the City shall not be performed by any bidder if it, or its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the rehabilitation activity by any Federal Department or agency.
- h. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees
No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- i. Examination and Retention of Bidder's Records
1. The Owner, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Bidder's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 2. The bidder agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 3. The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.
- j. Labor Standards - Davis-Bacon and Related Acts
Federal labor standards shall not apply to the development or construction work to be performed under the contract.
- k. Clean Air and Water
The bidder shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

9. **GOVERNING LAW**

Any contract shall be governed by the laws of the State of Tennessee and all applicable federal statutes and standards including HUD regulations and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

10. **INSPECTION**

The bidder is responsible for thoroughly inspecting the site of the proposed work and for becoming completely familiar with the circumstances under which the work will be performed. Triple Property Management is under no obligation to allow additional payments if the bidder fails to thoroughly inspect the site.

11. **INSURANCE**

Bidder shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurer's with an A.M. Best rating of A-VIII or better.

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

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, 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 Bidder 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.
 2. For any claims related to this project, Bidder's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Bidder's insurance and shall not contribute with it.
- b. *Automobile Liability Insurance*; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Bidder.
- c. *Workers' Compensation Insurance*. Bidder shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Bidder shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Bidder's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- d. *Other Insurance Requirements*. Bidder shall:

1. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901, and to Donald D. Peterson, Vice President – Development, Knoxville's Community Development Corporation, P.O. Box 3550, Knoxville, TN 37927-3550
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
5. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
6. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Bidder's insurance) in the same manner as specified for Bidder. Bidder shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Bidder for the City.

All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.

- e. *Builders' Risk Insurance.* Bidder shall procure and shall maintain or shall cause to be procured and maintained Builders' Risk Insurance on a replacement cost basis during the construction of the project. Insurance is to be on an "all risks" basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's services and expenses required as a result of such insured loss. Insurance is to cover all property of Bidder (and its subcontractors) and the City of Knoxville at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project. Such policy shall provide that any loss thereunder shall be payable to Bidder, the City of Knoxville, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the

insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Bidder shall be responsible for the deductible in the event of a loss.

- f. Maintain liability coverage that shall include completed operations coverage, and Bidder shall maintain such coverage for a period of 2 years from the date of final acceptance of the project.
- g. Commercial general liability policies usually automatically insure liability for the risks of explosion, collapse, and damage to underground property. Certain bidders must pay additional premiums to obtain these coverages. If the policy does not cover these risks, it will have exclusions for the X, C, and U perils. When applicable, verification should be provided by Bidder that these exclusions do not apply.
- h. *Environmental Impairment Liability.* Bidder shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.

12. **INVOICING**

Mail all invoices to:

Triple M Property Management

13. **LICENSING**

- a. All bidders must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **Copies of all such licenses and/or permits are to be submitted with the bid. Failure to submit copies of such may result in bid rejection.** Throughout the term of this contract, the bidder shall maintain the required current licenses.
- b. The Executive Director of the State Licensing Board has ruled that the prime contractor must have one of the following licenses for this project: BC or BC-B.
- c. In addition, the prime contractor will also need to provide copies of the licenses of the subcontractors who are performing the electrical (CE); mechanical (CMC), plumbing (CMC-A) or HVAC (CMC-C) subcontractors if their contracted portion is \$25,000 or more.

14. **LIQUIDATED DAMAGES**

Liquidated damages shall apply at \$500.00 per calendar day for each day beyond the scheduled completion date, and such provision shall be included in the contract for construction.

15. **PERMITS**

The bidder will be responsible for obtaining any and all required permits. Bidders are to include the cost of permits in their bid.

16. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY**

Bidders shall furnish, upon request, satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of a specification. Triple Property Management shall make the final determination as to the bidder's ability.

17. **QUESTIONS**

Questions pertaining to this document should be submitted via email with "Questions about Constructing a Building for Triple M Property Management" in the subject line, to purchasing@kcdc.org. Answers to substantial questions will be posted as addenda on KCDC's web page for all interested parties to review.

Triple M Property Management shall not be responsible for any oral interpretation made to the meaning of the specifications. Requests for interpretation shall be made in writing. Requests received seven or more days prior to the opening date will be answered. Official interpretations are called addenda and will be posted on KCDC's webpage. It shall be the bidder's responsibility to examine the webpage for addenda. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda whether or not received by the bidder.

18. **REPRESENTATIONS**

The bidder represents and warrants:

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

19. **RESPONSIBILITIES**

At no expense to KCDC or Triple M Property Management, the bidder shall:

- a. Obtain all necessary licenses and permits and arrange for inspections by all regulatory and authoritative entities.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage and/or injury that occurs as a result of its fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of Triple M Property Management, residents or other bidders.

20. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire solicitation packet and to notify the Purchasing Division if the specifications unnecessarily restrict competition or are conflicting or ambiguous. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division with enough time remaining before the opening for an addendum to be issued.

21. **RIGHT TO INSPECT**

Triple M Property Management reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. **SAFETY AND PROTECTION**

- a. The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The bidder is solely responsible for the training of all their employees (and subcontractors) on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required by TOSHA, OSHA, EPA and AHERA.
- b. The bidder (and subcontractors) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- c. The bidder (and subcontractors) shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to Triple Property Management and all costs associated are the responsibility of the bidder.
- d. Triple M Property Management does not assume any responsibility for the protection of or for loss of materials from the time that the contract operations have commenced until the final acceptance of the work by Triple Property Management.
- e. The bidder shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- f. All buildings, appurtenances and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the bidder.

23. **SCHEDULING OF WORK**

Bidder shall cooperate with Triple M Property Management in performing work so that interference with Triple M Property Management's functions will be held to a minimum.

24. **SITE EXAMINATION**

- a. The bidder is encouraged to visit the site(s) and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The bidder shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions to be encountered when executing the work.
- b. The failure or omission of the bidder to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the bidder of any obligation to perform as specified herein. Bidder understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

25. **SUBCONTRACTORS**

- a. Subcontractors shall be approved by Triple M Property Management. They must not be on the Debarment List as published by the United States Department of Housing and Urban Development.

- b. It is Triple M Property Management's intention to award a single contract for the work to be performed.
- c. Bidders may not use the services of other bidders/subcontractors not named in the quote without prior written permission from Triple M Property Management. If at any time during the term of the resulting contract, a bidder adds or changes any subcontractor, he or she shall promptly notify Triple M Property Management, in writing, of the names and addresses of each new subcontractor. The bidder shall be completely responsible for the actions of its subcontractors, the same as if the bidder directly employed them.
- d. The bidder shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Triple M Property Management. Triple M Property Management may terminate the subsequent contract if assignment or subcontracting is done without approval.

26. **TERMINATION**

- a. Triple Property Management may terminate an agreement, in part or in whole, for the failure of the bidder to fulfill contractual obligations. Triple Property Management shall terminate by delivering to the bidder a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the bidder shall:
 - 1. Immediately discontinue all services affected (unless the notice directs otherwise).
 - 2. Deliver all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
- b. If the termination is due to the failure of the bidder to fulfill its obligations under the contract, Triple Property Management may:
 - 1. Require the bidder to deliver any work described in the Notice of Termination.
 - 2. Take over and prosecute the same to completion by contract of otherwise and the bidder shall be liable for any additional cost incurred by Triple M Property Management.
 - 3. Withhold any payments to the bidder for purpose of set-off or partial payment, as the case may be, of amounts owed by Triple M Property Management to the bidder.

In the event of termination for cause, Triple M Property Management shall be liable to the bidder for reasonable costs incurred by the bidder before the effective date of the termination. Any dispute shall be decided by Triple M Property Management's Contract Officer.

27. **USE OF SOLICITATION FORMS**

Bidders are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

28. **WEATHER**

Since this solicitation calls for liquidated damages if the bidder exceeds the guaranteed number of days for completion, allowances are needed for excessive inclement weather. This section is intended to provide for that.

- a. Extensions of Contract Time

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

b. Standard Baseline for Average Climatic Range

1. Triple Property Management has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
2. The Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time.
3. The Standard Baseline is as follows:

JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
10	10	10	10	11	8	11	7	9	7	8	12

c. Adverse Weather and Weather Delay Days

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

d. Documentation and Submittals

1. Submit the Daily Jobsite Work Log showing which and to what extent activities have been affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by Triple Property Management at the beginning of the project.

3. Maintain a rain gauge, thermometer and clock at the jobsite. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
 4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
 5. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by Triple Property Management .
- e. Approval by Triple Property Management
1. If the extension of the contract time is appropriate, it shall be affected in accordance with the provisions of this solicitation.
 2. Extra costs shall not be incurred by Triple Property Management should any extra time be required for performance result.

29. **WORKMANSHIP**

Where not more specifically described in 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 fields of work.

[This and the preceding pages need not be returned to KCDC](#)

Construction of a Building for Triple M Property Management Q1016

Solicitation Document A	General Response Section
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General Information about the Bidder

Sign Your Name to The Right of the Arrow

Printed Name

Company Name

Federal EIN/Social Security Number

Dun and Bradstreet Number

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone Number

Fax Number

Cell Number

Bidder's e-mail address (Please Print Clearly)

Please acknowledge addenda have been issued by checking below as appropriate:

None Issued ☐ Addendum 1 ☐ Addendum 2 ☐ Addendum 3 ☐ Addendum 4 ☐ Addendum 5 ☐

Addenda are not mailed but posted at <http://www.kcdc.org/Pages/Purchasing/OpenSolicitations.aspx> . Please check for addenda prior to submitting your bid.

Pricing

Total Cost for the Construction of the Deli/Payment Center

\$

Cost for the Construction Associated with the Liquor Store

\$

Site Preparation Cost on the Deli/Payment Center

\$

Site Preparation Cost on the liquor store area

\$

Alternate 1

\$

Add ☐ Deduct ☐

Alternate 2

\$

Add ☐ Deduct ☐

Alternate 3

\$

Add ☐ Deduct ☐

Alternate 4

\$

Add ☐ Deduct ☐

Alternate 1 Liquor Store

\$

Add ☐ Deduct ☐

Alternate 2 Liquor Store

\$

Add ☐ Deduct ☐

Alternate 3 Liquor Store

\$

Add ☐ Deduct ☐

Alternate 4 Liquor Store

\$

Add ☐ Deduct ☐

Solicitation Document B	Bidder Business Information
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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	
Percentage (%) of work usually self-performed (not sub contracted)	
Has your firm:	
Failed to complete a contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?	

2. SAFETY:

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

3. PERSONNEL, EQUIPMENT & MATERIALS:

How many total employees does your company employ		
Area	Fulltime	Part Time
Clerical		
Number of Supervisors for this project		
Number of Workers for this project		
Other		

Solicitation Document C	References
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A firm may only be listed as a reference once-even if you have done multiple jobs for them.

One

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

Two

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

Three

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

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

NON-COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
2. Such bid is genuine and is not a collusive or sham bid;
3. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Triple M Property Management or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of Triple M Property Management or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for Triple M Property Management has a direct interest in the responder.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of illegal immigrants.
2. By signing below the bidder agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.
 - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
 - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

DRUG FREE WORK PLACE AFFIDAVIT

1. The undersigned, principal officer of _____, an employer of five or more employees contracting with Triple M Property Management to provide construction services, hereby states under oath as follows:
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

The Company is in compliance with T.C.A. 50-9-113.

The undersigned bidder hereby acknowledges receipt of the above applicable law and verifies that the bid he/she has submitted in response to this solicitation is in full compliance with the listed requirements.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

**CAUTION!!**

State Law requires certain bidder license information be on the front of your envelope. As a condition of holding your license, you are to know these requirements. KCDC provides the following page, the envelope cover sheet, as a courtesy. **You** are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your bid.

For more information please go to: <http://www.state.tn.us/commerce/boards/bidders/index.html>

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

Do not put it inside the envelope.

Do not put it on the USPS/Fed Ex/UPS envelope

PART I**ALL BIDDERS MUST COMPLETE PART I**

PROJECT NAME: Construction of a Building at I275 at Heiskell – Triple M Property Management
CONTRACT NUMBER: Q1016
DUE DATE: 11:00 a.m. on February 5, 2010

Name of Bidder: _____

State of Tennessee Contractor's License Number of Bidder: _____

State of Tennessee Contractor's License Classification CODES: _____

Expiration Date of Bidder's State of Tennessee Contractor's License: _____

If the bidder is licensed in more than one classification that applies to the work being bid, include the license number, license classification and expiration date of license for all classifications.

If the bid has electrical, plumbing or heating, ventilation/air conditioning work, the bidder must complete either Part II or Part III.

If neither Part II Or Part III is applicable, check here _____ "Subcontractors Are Not Being Used On This Project"

PART II Check here ____ if this is applicable.

Pursuant to TCA Section 62-6-111, the bidder submitting this bid either (I) has a commercial building bidder's license, or (ii) has a license that will permit the bidder to perform at least 60% of the work for the project being bid, and, therefore, may bid on electrical, plumbing and heating, ventilating or air conditioning work even though such bidder is not currently licensed to perform such work. (The bidder acknowledges that it may not actually perform electrical, plumbing and heating, ventilating or air conditioning work on the project in an amount in excess of \$25,000 each unless it subsequently obtains a license to perform work in such classification.)

PART III

(A) Legal Name of Electrical Bidder	(A) Legal Name of HVAC Bidder	(A) Legal Name of Plumbing Bidder
(B) License Number of the Bidder holding the Electrical license:	(B) License Number of the Bidder holding the HVAC license:	(B) License Number of the Bidder holding the Plumbing license:
(C) License Classification and Limits:	(C) License Classification and Limits:	(C) License Classification and Limits:
(D) Expiration date of the Electrical license:	(D) Expiration date of HVAC license:	(D) Expiration date of Plumbing license: