



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699

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800.848.0298 (Tennessee Relay Center)

Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)

<http://www.kcdc.org/modules/vendor/business.aspx>

**Invitation for Sealed Bids**

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive sealed bids for the provision of **Roof Replacement Services at Montgomery Village** as detailed in the conditions and specifications listed herein.

**Due Date:** February 27, 2009 at 3:00 p.m. (KCDC bid clock time)

**Pre-Bid Meeting:** A non-mandatory pre-bid meeting is scheduled for 8:30 a.m. on February 6, 2009 in KCDC's Board Room at 901 Broadway NE. Please read this document prior to the meeting. Mark questions and bring this document with you. After the completion of the first portion of the meeting, a walk through of the sites will be conducted.

Note that this will be a joint pre-bid meeting for:

- C09013 - Roofing at Montgomery Village
- C09016 - Roofing at Western Heights
- C09014 - Roofing at Christenberry Heights
- C09019 - Roofing at Mechanicsville

**Bid Number:** C09013

**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 after proposal evaluation, KCDC shall post the award decision and the tabulation to its web page <http://www.kcdc.org/Pages/Purchasing/SolicitationStatus.aspx> . Individual notices are normally not mailed or emailed.

This document is available in MS WORD format. If you are interested in obtaining the Word document, please email [purchasing@kcdc.org](mailto:purchasing@kcdc.org). Note that KCDC's Adobe copy of the document will remain the "official" version of the document.



## **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, Tennessee. KCDC's public housing property portfolio includes fourteen housing properties with 3,651 dwelling units. KCDC also oversees approximately 3,000 Section 8 Vouchers and 17 Redevelopment areas.
- b. One of those properties is Montgomery Village (4530 Joe Lewis Drive). Sixty-six (66) buildings are scheduled for roof replacements at this time.
- c. KCDC intends for this solicitation to result in the selection of one company to replace the roofs as specified herein.

### **2. BIDDER REPRESENTATION**

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, or to furnish the plans, materials, supplies or equipment to be performed or furnished by it; 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, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

### **3. BIDDER RESPONSIBILITIES**

At no expense to KCDC, the bidder shall:

- a. Obtain all necessary licenses.
- 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, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other contractors.

### **4. BONDS**

Bid, payment and performance bonds are required if this bid exceed \$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. One of the following is required (upon award):

1. A performance and payment bond for 100% of the contract price; or
  2. 25% cash escrow; or
  3. 25% irrevocable letter of credit.
- c. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. All required bonds must be issued through companies licensed to do business in the State of Tennessee.
5. **CONTACT PERSONNEL**  
It shall be essential to the success of this contract to develop a good working relationship with the successful bidder. 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.
6. **EVALUATION**  
KCDC will evaluate the responses to this solicitation on the price. However all bids are subject to a determination of “responsive” and “responsible” prior to award.
7. **GENERAL INSTRUCTIONS**  
KCDC no longer inserts “General Instructions to Bidders” in the solicitation document. Instead they are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>. By submitting a response to this solicitation, the submitter accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC’s General Instructions to Bidders. Certain applicable HUD instructions that may be of interest to bidders are also located on KCDC’s web site.
8. **IDENTIFICATION**  
Employees of the bidder shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform, have picture identification badges or other company identification at all times.
9. **INSURANCE**  
Upon award, Certificates of Insurance must be provided to KCDC, which show that the bidder carries at least the following minimum level of insurance:
- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.
  - b. General Liability coverage with bodily injury and property damage limits of not less than \$700,000 per occurrence, \$300,000 per single person and \$100,000 property coverage.
  - c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$700,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by KCDC.
  - d. Upon award, KCDC must be added as an additional insured as respects to this contract.
  - e. A thirty (30) day cancellation notice must be provided.
  - f. Any and all subcontractors must supply the above listed insurance requirements.

10. **LICENSING**  
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 lead to bid rejection.**
11. **LIQUIDATED DAMAGES**  
Under the resulting contract, liquidated damages shall be \$100.00 per calendar day for each day beyond the scheduled completion date shown on the resulting contract.
12. **PERMITS**  
The bidder will be responsible for obtaining any and all required permits. KCDC will reimburse for the cost of all required permits.
13. **PRODUCT DATA SHEETS**  
Upon award, the successful bidder will provide KCDC with MSDS sheets.
14. **QUESTIONS**  
Questions pertaining to this document should be submitted via email with “Questions about Roofing at Montgomery Village bid” in the subject line, no later than 4:00 p.m. one week prior to the bid opening to [purchasing@KCDC.org](mailto:purchasing@KCDC.org). The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.
15. **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. Furthermore, the bidder is solely responsible for the training of all their employees 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 OSHA, EPA and AHERA.
  - b. The bidder 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 flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the bidder.
  - d. KCDC 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 the project manager. The bidder is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
  - e. The successful 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 expense of the bidder.

16. **SITE EXAMINATION**

- a. The bidder is encouraged to visit the site 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 about the execution of the work.
- b. The failure or omission of the bidder to receive or examine or document any part of the specifications, or to visit the site 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 thereof and their obligations thereunder and that they shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

17. **SUBCONTRACTORS**

Subcontractors must be approved by KCDC prior to beginning work. Additionally they must not be on the Debarment List as published by the United States Department of Housing and Urban Development. Subcontractors must also submit insurance certificates as specified herein.

18. **WAGE COMPLIANCE (DAVIS BACON)**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful responder's employees will have to be paid at least biweekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters will have to be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx> .
- d. KCDC personnel will conduct on-site interviews with your employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

General Decision Number	TN20080013
Date	February 2, 2008
Superseded General Decision Number	TN20070022
State	Tennessee
Construction Types	Residential
Counties	Anderson, Blount, Carter, Hawkins, Knox, Loudon, Sevier, Sullivan, Unicoi, Union and Washington Counties.
Building Construction Projects	Consisting of single-family homes and apartments up to and including four stories.
Modification Number	0

f. Classifications and rates

<b>Classifications and Rates</b>	<b>Rate</b>	<b>Fringe</b>
Bricklayer/Blocklayer	\$12.25	NA
Carpenter (Including framing, finishing, forming, gutter installation but not drywall hanging)	\$12.25	NA
Drywall Hanger	\$10.00	NA
Electrician	\$13.67	NA
Laborers:		
Mason Tenders	\$14.00	NA
Unskilled Including Asbestos Removal	\$ 7.58	NA
Painter, Brush and Roller	\$ 8.32	NA
Plumber (Excluding HVAC Pipe)	\$11.84	NA
Roofer (Including Built Up, Composition and Single Ply)	\$10.13	NA
Tile Setter	\$14.60	NA
Truck Driver	\$ 8.13	NA
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- g. Unlisted classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
- h. These requirements apply to all subcontractors that may be used by the successful bidder.

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

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

c. Adverse Weather and Weather Delay Days

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

d. Documentation and Submittals

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

e. Approval by KCDC

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 KCDC for any extra time increase to the contract.

20. **WORK HOURS**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 6:00 p.m. Work on Sundays or holidays will require advance approval by KCDC.

21. **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 lines of work.

22. **WORK SITE**

- a. All areas are to be left clean, in order and undisturbed at the completion of each workday.
- b. Bidder shall remove excess and waste materials from the site. Such materials shall be disposed of in accordance with all local, state and federal regulations.

<b>Scope of Work</b>
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1. **GENERAL**

- a. Furnish all labor and materials to replace the roof shingles at the buildings as noted herein.
- b. Roof areas will not be left uncovered if there is a threat of rain.

2. **DEBRIS**

- a. Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the bidder.
- b. All applicable state and local laws and ordinances related to the hauling, handling, and disposal of such material shall be complied with by the bidder.
- 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.

3. **LABOR**

- a. Remove old shingles and the roof felt down to the existing decking.
- b. After sweeping the decking completely, replace any defective decking (owner to be notified prior to any decking replacement to verify need).
- c. Install fifteen pound roll roofing to the entire roof area attaching as per manufacturer’s recommendations.
- d. 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.
- e. Allow 1½ to 2 inches opening at the ridge to provide ventilation.
- f. Install an aluminum ridge vent as per the manufacturer’s recommendations.

4. **MATERIALS**

- a. Roof Shingles: three-tab fiberglass base, self-sealing shingles with a minimum of 235 pound per square.



- 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. Felt: Roof felt equal to Tamco fifteen (15) pound.
- e. Shingles are to have a twenty-five (25) year warranty, with 10-year algae relief warranty equal to those manufactured by Tamco or Certainteed.

5. **SITE VISIT**

Bidders are strongly encouraged to visit each site so that they understand the nature of the proposed contract. KCDC plans to do one tour of the facility. The tour will be given at the conclusion of the pre-bid meeting.

6. **WORK DESCRIPTION**

- a. Remove old three-tab shingles and building felt down to decking.
- b. Remove all roofing nails and broom sweep roof area.
- c. Repair any deteriorated decking with the same thickness as existing decking.
- d. Install fifteen (15) pound roofing felt as per manufacturer's recommendations.
- e. Install three-tab shingles on entire roof area as per manufacturer's recommendations.

7. **WORK STANDARDS**


- a. All work is to be performed by craftsmen skilled in their trade.
- b. All damage caused by contractor or his/her agents is the responsibility of successful bidder.
- c. Roofing is not to be removed if cannot be "dried in" that day.
- d. Flashing: At roof area (where shingles butt against wall and flat roof exists), insure shingles are installed under existing flashing and counter flash as necessary to insure a leak-proof installation.

**[THIS AND THE PRECEDING PAGES NEED NOT BE RETURNED WITH YOUR RESPONSE](#)**

**Re-Roofing at Montgomery Village C09013**

<b>Solicitation Document A</b>	<b>General Response Section</b>
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**General Information about the Bidder**

<b>Sign Your Name to The Right of the Arrow</b> 	
<b>Date</b>	
<b>Printed Name and Title</b>	
<b>Company Name</b>	
<b>Federal EIN/Social Security Number</b>	
<b>Street Address</b>	
<b>City/State/Zip</b>	
<b>Contact Person (Please Print Clearly)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Cell Number</b>	
<b>Bidder's e-mail address (Please Print Clearly)</b>	

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

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.

**Statistical Information**

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

White  Black  Native Americans  Hispanic  Asian/Pacific  Hasidic Jew

As defined on KCDC's webpage, this business qualifies as being:

Small Business  Section 3  Woman Owned & Operated

<b>Mastercard is accepted without additional charge?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>This project will be completed within how many calendar days after the notice to start is issued?</b>	
<b>Work is guaranteed for how many years?</b>	
<b>Materials are guaranteed for how many years?</b>	
<b>Proposed Shingle</b>	
<b>Total Project Cost</b>	\$
<b>Decking Repair Cost (if needed)</b>	\$ per

**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	
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		
<b>Area</b>	<b>Fulltime</b>	<b>Part Time</b>
<b>Clerical</b>		
<b>Management</b>		
<b>Laborers</b>		
<b>Other</b>		

**Solicitation Document C Bidder References**

Provide 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 done multiple jobs for them.

**One**

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

**Two**

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

**Three**

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

**NON-COLLUSION AFFIDAVIT**

1. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not a collusive or sham proposal;
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 proposal in connection with the contract or agreement for which the attached bid or proposal has been submitted or to refrain from making a proposal 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 proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached proposal 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 bidder/proposer is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.

**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 service of illegal immigrants.
2. By signing below the bidder/ proposer 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 or proposals for a period of one year.

_____ (Printed Name of Bidder/Proposer)	_____ (Signature of Bidder/Proposer)
_____ (Title of Bidder/Proposer)	_____ (Date)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Solicitation Document E Good Faith Compliance Affidavit**

The bidder must demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC has provided the bidder with contact numbers of organizations who can provide them with a list of minority and women owned businesses. These lists can be useful to the bidder in preparing a response to this solicitation.

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

Section One

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

Company Name	Person	Product/Service	MOB	WOB

Section Two

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

**Section One** This does not apply because MOB/WOB subcontractors will not used.

**Section Two** MOB/WOB Subcontractors will be used.

I, \_\_\_\_\_ do certify the firm has or will enter into a formal agreement with the Minority/Women Business Enterprise for work listed in this schedule.

Name of Firm	MBE	WBE	Contact Person	Type of Supplies to be Provided	Type of Work to be Performed	Dollar Value of Supplies or Service

Please show MBE classification above (AA- African American), (NA- Native American), (HA-Hispanic American) (ASA-Asian American) or (O-Other).

**COMPLETE THE NEXT SECTION IF ABOVE SECTION WAS NOT COMPLETED**

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

Company Name	Person	Product/Service	MOB	WOB

The bidder shall give reason why each of the above could not be used to provide products or service. Please give an explanation for each company listed.

Company Name	Reason

Above information submitted by \_\_\_\_\_

**Drug Free Work Place Affidavit**

1. The undersigned, principal officer of \_\_\_\_\_, an employer of five or more employees contracting with Knoxville's Community Development Corporation 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.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Title of Bidder)

\_\_\_\_\_  
(Date)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





**CAUTION!!**

State Law requires certain contractor 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/contractors/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:** Roofing at Montgomery Village  
**CONTRACT NUMBER:** C09013  
**BID OPENING DATE:** 3:00 p.m. (local prevailing time) February 27, 2009  
**LOCATION OF BID OPENING:** KCDC Purchasing Division, 901 Broadway N. E., Knoxville, Tennessee, 37917

**NAME OF BIDDER:** \_\_\_\_\_

**State of Tennessee Contractor's License Number of Bidder:** \_\_\_\_\_

**State of Tennessee Contractor's License Classification Code Pertaining to this bid:** \_\_\_\_\_

**Expiration Date of Bidder's State of Tennessee Contractor's License:** \_\_\_\_\_

**If 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 contractor submitting this bid either (i) has a commercial building contractor's license, or (ii) has a license that will permit the contractor 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 contractor 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 Contractor	(A) Legal Name of HVAC Contractor	(A) Legal Name of Plumbing Contractor
(B) License Number of the Contractor holding the Electrical license:	(B) License Number of the Contractor holding the HVAC license:	(B) License Number of the Contractor 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:

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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

You need to review the following pages.  
There are areas where you must check "yes"  
or "no." After you have reviewed the form,  
checked "Yes" or "No" in the appropriate boxes,  
sign the form and return it with your response.

This page need not be returned

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

*(2) [ ] has, [ ] has not paid or agreed to pay to any person or 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.

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

*(Check the block applicable to you)*

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

**9. Certification of Eligibility Under the Davis-Bacon Act**

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) *Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:*

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

*(Signature and Date)*

\_\_\_\_\_

*(Typed or Printed Name)*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(Company Name)*

\_\_\_\_\_

*(Company Address)*