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Invitation for Sealed Bids

| | |
|---|---|
| Solicitation Name | Alterations at Passport Properties |
| Solicitation Number | Q20003 |
| Responses Must Arrive No Later Than (As KCDC's clocks indicate) | 11:00 a.m. on August 15, 2019 |
| Deliver Responses to: | Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Procurement is behind the main office building. |
| Electronic Copies | Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org . |
| Responses may be Emailed to KCDC | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Printed Responses Required | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Solicitation Meeting | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Solicitation Meeting is Mandatory | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable |
| Solicitation Meeting Date and Time | July 31, 2019 at 9:00 a.m. |
| Solicitation Meeting Location | KCDC's Board Room at 901 N. Broadway in Knoxville. Come to the lobby and go up the stairs or ask the receptionist for access to the elevator. |
| Solicitation Meeting via Telephone | If you are interested in telephone participation, contact purchasinginfo@kcdc.org to request this option. |
| Site Visit Schedule | Site visits to the four floorplan styles will follow immediately after the solicitation meeting. One other site visit may be arranged if there is sufficient demand to justify it. |
| Questions About This Solicitation | Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone. |
| Award Results | KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ |
| Open Records/Public Access to Documents | All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements. |

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



1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC wishes to hire a supplier to perform alteration work for its Passport Property as detailed in this solicitation package.

2. **Bonds**

Bid, payment and performance bonds are required if the bid exceeds \$100,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

- a. A bid bond from each supplier 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. Performance and payment bonds for 100% of the contract price.
- 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. Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. **Changes after Award**

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

4. **Codes and Ordinances**

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

5. **Contact Policy**

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

6. **Contract Approval**

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

7. **Contract Documents**

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

8. **Damage**

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

9. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

10. **Entrance to Sites**

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

11. **Equipment**

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

12. **Evaluation**

KCDC will evaluate this as a formal sealed bid and the award is to the “lowest and best.” KCDC alone determines (using NIGP’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

13. **General Instructions to Suppliers**

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.”

14. **Insurance**

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email purchasinginfo@kcdc.org detailing any requested changes before this solicitation’s due date. The supplier will include all insurance costs in the base bid.

15. **Invoicing**

- a. KCDC will process pay applications once per month.
- b. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC’s Supplier Portal to track actual payments made.
- d. KCDC’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax.

Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract.

16. **Licensure**

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee's "Contractor's Licensing Act of 1994."
- c. The Executive Director of the State Contractor Licensing Board says one of these licenses is required:
 - BC
 - BC-B
 - BC-b(sm)

Any electrical, plumbing or HVAC work in excess of \$25,000 would require a properly licensed subcontractor.

- d. Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
- e. Additional information is at <https://www.tn.gov/commerce/regboards/contractors.html>.

17. **Liquidated Damages**

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

18. **Measurements and Drawings**

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

19. **Permits**

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

20. **Representations**

By submitting a response, the supplier certifies:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies, or equipment to be performed or furnished by it; and

- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier carefully examined the plans, specifications and the worksite 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.

21. Safety/OSHA Guideline Compliance

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

22. Section 3 of the HUD Act of 1968

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

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

An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities.

Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill any and all positions that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of owner's work.

Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 1. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

23. **Security**

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

24. **Site Examination**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein.

Supplier understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

25. **Smoking Policy**

KCDC have a Smoke Free policy that applies to you, your employees and all subcontractors. This policy mandates:

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

HUD definitions include:

- ✓ "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product.

The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.

- ✓ Property means all KCDC owned buildings, parking lots, streets, structures and **land**.

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

26. **Storm Water and Street Ordinances**

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

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

27. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Comply with the federal Davis Bacon requirements and submit certified payrolls.
- d. Not be on HUD's Debarment List.

e. Not be changed without owner’s permission.

28. Time for Completion

Supplier will complete the entire project by November 25, 2019. Upon award, the successful supplier will work with KCDC to develop a satisfactory schedule.

29. Wage Compliance (Davis Bacon Requirements)

Federal Davis Bacon Wage Requirements apply to this work. The successful supplier will:

- a. Submit certified payrolls showing compliance with the Davis Bacon requirements herein. Failure to do so is sufficient cause for withholding payment and/or termination of the contract.
- b. Must pay its employees at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Will display all pages of Wage Posters, in a “prominent spot” at the job site. These are available from the Procurement Division.
- d. Will allow KCDC to conduct on-site Davis Bacon interviews of the supplier’s employees. KCDC will use HUD forms and record the information.
- e. Classify employees by the applicable Davis Bacon classification. Classifications are determined by the work performed and the tools used-not by job titles.

f. General Decision Information for the work:

| | |
|-------------------------|--|
| General Decision Number | TN20190022 |
| Date | 01-04-19 |
| State | Tennessee |
| Construction Types | Residential |
| Counties | Anderson and Knox Counties in Tennessee |
| Residential | Residential Construction Projects (consisting of single-family homes and apartments up to and including 4 stories. |
| Modification Number | 0 |

Classifications and rates:

| Classifications and Rates | Rate | Fringe 1 |
|---|-------------|-----------------|
| Bricklayer | \$12.72 | \$0.00 |
| Carpenter Including Cabinet Installation | \$13.89 | \$0.00 |
| Cement Mason/Concrete Finisher | \$16.00 | \$0.00 |
| Electrician | \$18.52 | \$2.32 |
| Laborer: Common or General | \$8.00 | \$0.00 |
| Laborer: Landscape | \$12.33 | \$0.30 |
| Operator: Backhoe | \$13.17 | \$0.00 |
| Plumber | \$17.50 | \$0.00 |
| Roofer: Including Shake and Shingle | \$10.25 | \$0.00 |
| Welders: Receive rate prescribed for craft performing operation to which welding is incidental. | | |

- g. Suppliers may not “use a classification” because there is not one listed that exactly identifies the work performed. 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)). To request an additional classification:
- Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees agree with the rate and are in agreement with the rate. The rate must bear a reasonable resemblance to other rates on the classification.
 - If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Supplier who then sends a cover letter to KCDC officially requesting the classification.
 - KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the supplier revise the request.
 - HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
 - The Department of Labor will either approve the request or recommend a different minimum rate.
 - HUD will notify KCDC of the decision.
 - Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the supplier. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.
- h. These requirements apply to all subcontractors that are used by the successful supplier.
- i. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid.
- j. In all cases however, suppliers are required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

30. **Weather**

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

a. **Extensions of Contract Time**

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

b. Standard Baseline for Average Climatic Range

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

| Jan | Feb | Mar | Apr | May | Jun | July | Aug | Sep | Oct | Nov | Dec |
|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|
| 7.4 | 7.5 | 8.1 | 7.3 | 7.9 | 7.1 | 7.8 | 6.0 | 4.8 | 5.2 | 7.2 | 7.9 |

c. Adverse Weather and Weather Delay Days

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

d. Documentation and Submittals

1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the 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 documentation on calendar month periods and submit in accordance with the procedures for claims established by the KCDC.

e. Approval by KCDC

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

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS
SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Performance Assurance
 - 2. Insurance
 - 3. Bid Form Requirements
 - 4. Bid Form Signature
 - 5. Additional Bid Information
 - 6. Selection and Award of Alternates
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.02 RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 41 00 - Bid Form.
- C. Document 00 43 23 - Alternates Form.
- D. Document 00 43 25 - Substitution Request Form - During Procurement

INVITATION

2.01 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete alterations located at KCDC's Passport Properties - multiple locations for a Stipulated Sum contract, in accordance with the Contract Documents.

2.02 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises renovation, including general construction and mechanical work.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Bid Number C20003, as prepared by Architect and KCDC.

3.03 AVAILABILITY

- A. Bid Documents may be obtained online at the KCDC website.

3.04 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify KCDC Procurement should the documents be incomplete.
- B. Immediately notify KCDC Procurement (purchasinginfo@kcdc.org) should you find discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to KCDC Procurement at purchasinginfo@kcdc.org.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be posted to KCDC's webpage.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00 43 25 - Substitution Request Form - During Procurement; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. When a request to substitute a product is made, Owner may approve the substitution and if so, will issue an Addendum and post it to KCDC's webpage.

- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.
- G. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine each of the four project site models before submitting a bid.
- B. Refer to the cover sheet for times and dates that units will be made available for viewing by bidders.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit AIA A305.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable.
- B. Bid Forms, Appendices and enclosures that are improperly prepared may, will be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 PERFORMANCE ASSURANCE

- A. Include the cost of performance assurance bonds in the Bid Amount.

7.02 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.04 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Document 00 43 25 - Substitution Request Form - During Procurement.

7.05 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of the lowest responsive and responsible bidder, KCDC may apply the deduct alternates, one at a time-starting with Alternate 1, in order to arrive at an award within budget.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, a "Success Letter" will be issued. Upon review and acceptance of the Board of Commissioners, a formal contract will be issued.

END OF SECTION

SECTION 00 43 25

SUBSTITUTION REQUEST FORM - DURING PROCUREMENT

The materials, products and equipment described in the construction documents establish a standard of required function, dimension, appearance and quality and any proposed substitutions shall be the equivalent of the items in the construction documents.

No substitution requests for an equivalent product will be considered without written a request for approval addressed to the architect. Requests shall follow guidelines set forth this specification section and the AIA A701. Substitution requests to include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other disciplines that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer.

| | | | |
|---------------------|-------|--------------|-------|
| Project Title | _____ | Project No. | _____ |
| Submitted By: | _____ | Contract No. | _____ |
| Prime/Sub/Supplier: | _____ | Date: | _____ |

| | | | |
|----------------------|-------|-------------|-------|
| Specification Title: | _____ | Section No. | _____ |
| Description: | _____ | Paragraph: | _____ |
| | _____ | Page No. | _____ |

| | | | |
|------------------------|-------|------------|-------|
| Proposed Substitution: | _____ | | |
| Trade Name: | _____ | Model No.: | _____ |
| Manufacturer: | _____ | | |
| Address: | _____ | Phone No.: | _____ |

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made by the undersigned to the Owner for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted

By: _____

Firm: _____

Signed By: _____

Address: _____

Telephone: _____ Email: _____

Supporting Data Attached:

Drawings Product Data Samples Tests Reports Other _____

Describe the reason for the proposed substitution:

Describe what benefits the Client will receive from the proposed substitution:

Describe all differences between the proposed and specified product (attach separate sheet if needed):

Describe differences in dimensions and clearances that are affected by the proposed substitution:

Indicate if the proposed product is available in the specified grade and finish, etc. If not, submit finish samples for selection:

Describe differences if any in warranty between the proposed and specified products:

Describe differences if any in maintenance, service and availability of parts:

Describe what affect if any the proposed substitution will have on other trades:

Describe what affect if any the proposed substitution will make to the project schedule:

Describe what affect if any the proposed substitution will have to project cost:

List East Tennessee projects where the proposed substitute product is installed:

| |
|----|
| 1. |
| 2. |
| 3. |

Approval if given will be in the form of a written Addendum issued to all Bidders.

ARCHITECT REVIEW AND ACTION

- Substitution approved
- Substitution approved as noted
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

The Architect's decision of approval or disapproval of a proposed substitution shall be final. All proposed substitutions will be issued as an addendum before the bid date; approvals in any other manner are not a part of the contract documents. No substitutions will be considered after the bid date

Signed by: _____ Date: _____

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: KCDC Passport Renovations
- B. Owner's Name: Knoxville's Community Development Corporation.
- C. Architect's Name: Studio Four Design.
- D. The Project consists of the alteration of existing Passport properties.

1.02 CONTRACT DESCRIPTION

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Replace the floor finish in all interior areas of the Passport Homes as indicated in the schedule.
- C. Replace lock hardware where scheduled, as specified:
- D. HVAC: Replace existing system with new construction, keeping existing in operation until ready for changeover.

1.04 OWNER OCCUPANCY

- A. Owner/tenant intends to continue to occupy portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner/tenant occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to work areas indicated on drawings, paths for construction traffic to work area, and exterior staging areas to include front/side/rear yard..
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner/tenant occupancy.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 7:30 AM EST – 4:00 PM EST.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with the Owner.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Provide sheet vinyl flooring only in kitchen and bath:
 - 1. Base Bid Item: Section 09 65 00 - Resilient Flooring and Drawing numbers 1/A2.1, 1/A2.2, 1/A2.3, 1/A2.4, 1/A2.5, 1/A2.7, 1/A2.8, 1/A2.9.
- B. Alternate No. 2 - Provide LVP floor in lieu of Resilient Sheet Flooring:
 - 1. Base Bid Item: Section 09 65 00 - Resilient Flooring and Drawing numbers 1/A2.1, 1/A2.2, 1/A2.3, 1/A2.4, 1/A2.5, 1/A2.7, 1/A2.8, 1/A2.9.

1.04 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 43 25 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).
- C. Section 01 23 00 - Alternates, for product alternatives affecting this section.
- D. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.04 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

PART 3 EXECUTION

2.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.

6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

2.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Section 00 21 13 - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

2.03 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

2.04 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Dates for applications for payment.
- B. Section 01 60 00 - Product Requirements: General product requirements.

1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.
- B. AIA G810 - Transmittal Letter; 2001.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Applications for payment and change order requests.
 - 5. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 6. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.

4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 6. Scheduling.
- D. Record minutes and distribute copies within 2 days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- B. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 5 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Samples for selection.

- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. Submit for Owner's benefit during and after project completion.

3.07 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect.
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.08 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:

1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Description of items to be removed.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

PART 3 EXECUTION

2.01 SCOPE

- A. Remove items indicated, for recycling and disposal.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 4. Do not close or obstruct roadways or sidewalks without permit.
 - 5. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from the Owner.
- C. Protect existing structures and other elements that are not to be removed.

2.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to the Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
- C. Protect existing work to remain.
 - 1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 2. Repair adjacent construction and finishes damaged during removal work.

2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

END OF SECTION

SECTION 08 71 00
DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood and hollow metal doors.
- B. Lock cylinders for doors that hardware is specified in other sections.

1.02 REFERENCE STANDARDS

- A. **ADA Standards** - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. **BHMA A156.2** - American National Standard for Bored and Preamsembled Locks & Latches; 2017.
- C. **BHMA A156.5** - American National Standard for Cylinders and Input Devices for Locks; 2014.
- D. **BHMA A156.18** - American National Standard for Materials and Finishes; 2016.
- E. **DHI (KSN)** - Keying Systems and Nomenclature; 1989.
- F. **ICC A117.1** - Accessible and Usable Buildings and Facilities; 2017.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- D. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- E. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.06 WARRANTY

- A. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.
 - 1. Locksets and Cylinders: Three years, minimum.

PART 2 PRODUCTS

2.01 DOOR LOCKS AND LEVERS

1. Manufacturers listed in the hardware specification are as follows:

BEST or BEST compatible 7 pin Small Format Interchangeable Core (SFIC) Door Lock Hardware with Key Control

- QDB 281 Stanley Single Cylinder Deadbolt Grade 2 in Satin Chrome Finish accepts 7 pin core
 - Interchangeable Core, 7 pin Satin chrome, E keyway
 - Mounts in 2-1/8 inch mounting hole
 - UL listed 3 hour fire rating
 - Adjustable standard 2 2/8 or 2 3/4 backset bolt assembly
 - ANSI Grade 2 Security Rating
2. Locks shall be master keyed into new SFIC master key system. Supply 4 keys per lock, 4 master keys and 4 Control keys total. Unless otherwise indicated.
3. Finish: Lock sets, latch sets and deadbolt locks hardware shall be US3 (605) satin chrome.
4. Provide hardware sets as follows:

Hardware Set: Front and Back Door - each to have:

Existing hardware to remain except the following:

| | | | |
|---|---------------|-------------|-----|
| 1 | Lever Passage | AL10S (JUP) | 605 |
| 1 | Deadlock | B560BD | 605 |

Hardware Set: Storage room - each to have:

Existing hardware to remain except the following:

| | | | |
|---|----------|--------|-----|
| 1 | Deadlock | B560BD | 605 |
|---|----------|--------|-----|

Hardware Set: Utility room - each to have:

Existing hardware to remain except the following:

| | | | |
|---|-----------------|--------------|-----|
| 1 | Lever Storeroom | AL80BD (JUP) | 605 |
|---|-----------------|--------------|-----|

2.02 FINISHES

A. Finishes: Provide door hardware of same finish, unless otherwise indicated.

1. Primary Finish: 626; satin chrome, clear coated **BHMA A156.18.**

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.

3.03 ADJUSTING

- A. Adjust hardware for smooth operation.

3.04 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.

3.05 PROTECTION

- A. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

SECTION 09 65 00
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient sheet flooring.
- B. Resilient tile flooring.
- C. Installation accessories.

1.02 REFERENCE STANDARDS

- A. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2017.
- B. ASTM F1303 - Standard Specification for Sheet Vinyl Floor Covering with Backing; 2004 (Reapproved 2014).
- C. ASTM F1700 - Standard Specification for Solid Vinyl Floor Tile; 2013a.
- D. ASTM F1913 - Standard Specification for Vinyl Sheet Floor Covering Without Backing; 2004 (Reapproved 2014).
- E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2011.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- C. Verification Samples: Submit 2 samples, illustrating color and pattern for each resilient flooring product specified.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- D. Protect roll materials from damage by storing on end.

1.06 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 SHEET FLOORING

- A. Vinyl Sheet Flooring: Color and pattern throughout wear layer thickness, with backing.
 - 1. Manufacturers:
 - a. Mannington, Inc; Luxury Vinyl Sheet; www.mannington.com.
 - b. Armstrong Flooring; Vinyl Sheet Flooring; www.armstrongflooring.com.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Minimum Requirements: Comply with ASTM F1303, Type II, with Class A fibrous backing.
 - 3. Wear Layer Thickness: 0.050 inch minimum.
 - 4. Total Thickness: 0.080 inch minimum.
 - 5. Pattern (Kitchen and Bath): If all flooring is replaced: Wood. If not: Stone, or Slate.
 - 6. Pattern (All Rooms Except Kitchen/Bath): Wood.
 - 7. Color: To be selected by Architect from manufacturer's standard range.

2.02 TILE FLOORING

- A. Vinyl Tile: Printed film type, with transparent or translucent wear layer.
 - 1. Manufacturers:
 - a. Burke Flooring; Luxury Vinyl Tiles: www.burkeflooring.com/#sle.
 - b. Johnsonite, a Tarkett Company: www.johnsonite.com/#sle.
 - c. Shannon Specialty Floors, Inc; Tuf Stuf T3 Luxury Vinyl Tile: www.shannonspecialtyfloors.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
 - 3. Wear Layer Thickness: 0.020 inch.
 - 4. Total Thickness: 0.125 inch.
 - 5. Pattern (Kitchen and Bath): If all flooring is replaced: Wood. If not: Stone, or Slate.
 - 6. Pattern (All Rooms Except Kitchen/Bath): Wood.
 - 7. Color: To be selected by Architect from manufacturer's standard range.

2.03 ACCESSORIES

- A. Adhesive for Vinyl Flooring:
 - 1. Manufacturers:
 - a. Stauf USA, LLC; D737 High-Tack: www.staufusa.com/#sle.
 - b. TEC, an H.B. Fuller Construction Products Brand; TEC Roll Fast Vinyl Flooring Adhesive: www.tecspecialty.com/#sle.
 - c. Substitutions: Section 01 60 00 - Product Requirements.
- B. Moldings, Transition and Edge Strips: Metal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
 - 1. Test in accordance with ASTM F710.
 - 2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is fully cured.
- E. Clean substrate.
- F. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

3.03 INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Adhesive-Applied Installation:
 - 1. Spread only enough adhesive to permit installation of materials before initial set.
 - 2. Fit joints and butt seams tightly.
 - 3. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
 - 1. Metal Strips: Attach to substrate before installation of flooring using stainless steel screws.
- F. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- G. If installing LVP and necessary, install shoe-mold to match the existing baseboard.
- H. Move furniture as needed.
- I. Remove all existing shoe mold/corner round as needed.

- J. Some doors may need to be removed and cut-off at the bottom to accommodate new flooring. If this occurs, the vendor will need to remove the door, make necessary modifications to the door, paint the bottom of the door to match color of the door and reinstall the door to proper working condition. Any damages to the door while removing, cutting or reinstalling the door will be the vendor's responsibility to repair/replace door or existing hardware.
- k. Remove commodes as needed. The vendor is responsible for disconnecting the water supply line to the commode, removing commodes, resetting commodes and installing new wax rings. The vendor may need to install extension ring on existing closet flange if needed to level commodes when the new flooring installed. The new LVT goes under the commodes.
- l. Reconnect water supply lines.
- m. Repair or repair commodes or related items damaged by the vendor while removing or reinstalling
- n. Pull out dishwashers, electrical ranges, refrigerators to install flooring and then reset appliances.
- o. Prepare the floor so that it is ready to receive the new tile by sealing all seams and leveling floor as needed with a floor leveler per manufactures recommendation.
Remove transition strips as needed.
- p. Install underlayment (such as 1/4" Luan throughout the LVT/CVT installation) to the entire area to be tiled as per floor covering manufacturer's recommendation. The underlayment is to be as specified by the manufacturer.
- q. Any damaged subflooring (3/4 Plywood) will be replaced by the vendor at an additional charge and must be approved by KCDC.
- r. Install LVT tile as per manufacturer recommendation.
- s. Install new transition strips if needed throughout units.
- t. Install new shoe mold around the perimeter of all rooms (the color is to match the baseboard color).
- u. Ensure that the floor is clean and return the furniture to its original position.
- v. Supply five boxes of the tile for KCDC usage for future repairs.
- w. Supply a 12' x 12' piece of the sheet vinyl for KCDC usage for future repairs.

3.04 INSTALLATION - SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.
- B. Seams are prohibited in bathrooms, kitchens, toilet rooms, and custodial closets.
- C. Cut sheet at seams in accordance with manufacturer's instructions.

3.05 INSTALLATION - TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.
- C. Install plank tile with a random offset of at least 6 inches from adjacent rows.
- D. Use a fast drying glue.

3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with the manufacturer's written instructions.

3.07 PROTECTION

- A. Prohibit traffic on resilient flooring for 2 hours after installation. If the glue requires longer drying time, advise the residents.

END OF SECTION

Interior Alterations at the Passport Property C20003
Solicitation Document A General Information and Cost

General Information about the Supplier

| | |
|--|--|
| Sign Your Name to the Right of the Arrow → By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org . | |
| Printed Name and Title → | |
| Company Name → | |
| Street Address → | |
| City/State/Zip → | |
| Contact Person (Please Print Clearly) → | |
| Telephone Number → | |
| Cell Number → | |
| Supplier's E-Mail Address (Please Print Clearly) → | |

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

| | | | | | |
|-------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| None <input type="checkbox"/> | Addendum 1 <input type="checkbox"/> | Addendum 2 <input type="checkbox"/> | Addendum 3 <input type="checkbox"/> | Addendum 4 <input type="checkbox"/> | Addendum 5 <input type="checkbox"/> |
|-------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Statistical Information (Check all the apply)

| | | | | | |
|--|--|--------------------------------------|-----------------------------------|---|--------------------------------|
| This business is at least 51% owned and operated by a woman | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | |
| This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | |
| This business qualifies as a Section 3 business by defined herein | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | |
| This business is owned & operated by persons at least 51% of the following ethnic background: | | | | | |
| Asian/Pacific <input type="checkbox"/> | Black <input type="checkbox"/> | Hasidic Jew <input type="checkbox"/> | Hispanic <input type="checkbox"/> | Native Americans <input type="checkbox"/> | White <input type="checkbox"/> |

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

Insurance

I have reviewed the insurance requirements and will comply with them without exception. Yes No

Interior Alterations at the Passport Property C20003
Solicitation Document A General Information and Cost

Pursuant to and in compliance with the solicitation documents, the supplier signing Solicitation Document A, having thoroughly examined the work to be performed, agrees to perform the work for the following total bid amount for the above referenced project. The prices quoted cover all of the supplier’s expenses including, but not limited to, overhead, profit, insurance, subcontractors, supplies and bonding.

Complete all “blanks”-even if the amount is \$0.00

| Cost Information | |
|--|-----------|
| Total Project Cost for Passport Property Renovations C20003 | \$ |

| Deduct Alternates | |
|---|-----|
| <u>Alternate No. 1: Vinyl Sheet Flooring only the bathroom and kitchens</u> | |
| 1. Base Bid Item: Section 09 65 00 - Resilient Flooring and Drawing numbers 1/A2.1, 1/A2.2, 1/A2.3, 1/A2.4, 1/A2.5, 1/A2.7, 1/A2.8, 1/A2.9. | -\$ |
| <u>Alternate No. 2: Using LVP in lieu of resilient sheet flooring</u> | |
| 1. Base Bid Item: Section 09 65 00 - Resilient Flooring and Drawing numbers 1/A2.1, 1/A2.2, 1/A2.3, 1/A2.4, 1/A2.5, 1/A2.7, 1/A2.8, 1/A2.9. | +\$ |

| Unit Prices | | |
|---|------|-----------------|
| Description | Cost | Unit of Measure |
| Cutting doors (including the entire process of removing, cutting and re-installing) | \$ | Each |

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

Iran Divestment Act:

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

Supplier: _____

Non-Collusion:

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

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

Accuracy of Electronic Copies:

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

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to owner’s staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(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) _____

Interior Alterations at the Passport Property C20003
Solicitation Document D Good Faith Compliance Affidavit

The supplier must demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC posts the web links of organizations, which can provide suppliers with a list of minority and women owned businesses on its web site. These lists can be useful to the supplier 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 asked for pricing for the attached bid. Provided the listed companies meet bid 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 is cause to reject the bid.**)

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

| | |
|--|--|
| Signed by | |
| Print Name and Title | |
| Subscribed and Sworn to before me on this date | |
| By | |
| Notary Public (stamp/signature) | |
| My Commission Expires on | |

Interior Alterations at the Passport Property C20003
Solicitation Document E Form of Commitment: Minority Owned Business/Woman Owned Business

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

Section One Does not apply - MOB/WOB subcontractors will not be used. (Stop Here)

Section Two MOB/WOB Subcontractors will be used. (Complete this page)

I, _____ do certify the supplier has or will enter into a formal agreement with the MOB/WOB enterprise for work listed in this schedule.

| Supplier Name | M O B | W O B | Contact Person | Type of Supplies to be Provided | Type of Work to be Performed | Dollar Value of Supplies or Service |
|---------------|-------------|-------------|----------------|---------------------------------|------------------------------|-------------------------------------|
| | | | | | | |
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COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

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

| Company Name | Person | Product/Service | MOB | WOB |
|--------------|--------|-----------------|-----|-----|
| | | | | |
| | | | | |
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Explain why each of the above companies could not be used to provide the needed products or services.

| Company Name | Reason |
|--------------|--------|
| | |
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| | |
| | |

Above information submitted by _____

Printed/Typed Name and Title: _____

Part One: Statement of Insurance Requirements

1. INSURANCE

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages.

The Supplier agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

See paragraph "d.1." for exact naming of certificate holder and additional insured.

- b. Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Contactor in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds.

See paragraph "d.1." for exact naming of certificate holder and additional insured.

- c. Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee.

- d. Other Insurance Requirements:**

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

The certificate holder and additional insured:

Knoxville's Community Development Corporation (KCDC), its officials, officers, employees, and volunteers"

901 N Broadway

Knoxville, TN 37917

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A minimum 30-day cancellation notice for all insurances (by endorsement if necessary) is required.
4. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
8. All policies must be written on an occurrence basis.
9. **Require all subcontractors** to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by supplier's insurance) in the same manor and limits as specified for the Supplier.

Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the supplier against any loss exposures, whether as a result of the project or otherwise

Part Two: Term Sheet - Insurance Requirements

Term Sheet - Insurance Requirements

Interior Alterations at the Passport Property C20003

| | |
|---|---|
| Owner: | Knoxville’s Community Development Corporation (KCDC) |
| Certificate Holder | Knoxville’s Community Development Corporation 901 N Broadway Knoxville, TN 37917 |
| Additional Insured | Knoxville’s Community Development Corporation (KCDC), its officials, officers, employees, and volunteers 901 N Broadway Knoxville, TN 37917 |
| GL (Supplier & Subcontractors) | \$1M / \$2M |
| Auto (Supplier & Subcontractors) | \$1M (owned, hired, & non-owned) |
| WC & Employers Liability (Supplier & Subcontractors) | Statutory limits |
| 30-day cancellation (Supplier & Subcontractors) | Required– must indicate on COI |
| Primary non-contributory (Supplier & Subcontractors) | Required – must indicate on COI |
| Waiver of Subrogation (Supplier & Subcontractors) | Required – must indicate on COI |

Solicitation Document F Envelope Coversheet for Interior Alterations at the Passport Property C20003



State Law requires certain supplier license information on the front of your envelope. You are responsible for providing the correct information on the envelope front but KCDC provided this form as a guide to help you. Failure to supply this information may invalidate your bid. **Attach this completed page to the front of your bid envelope**

| | | | |
|---|------------------------|--|--|
| Bid Due Date/Time | 08-15-19 at 11:00 a.m. | | |
| State of Tennessee Supplier's License Holder Name | | | |
| State of Tennessee Supplier's License Number | | | |
| Pertinent State of Tennessee Supplier's License Classification | | | |
| State of Tennessee Supplier's License Expiration Date | | | |
| Subcontractors to be used on this project (If subcontract work is not required, write "none required") | | | |
| Electrical Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| HVAC Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| Masonry Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| Plumbing Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |

Advisements:

1. KCDC will not consider notes changing the bid written on the bid envelope.
2. For the listed subcontractor types above, you may only list one firm.
3. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>