



### Request for Quotes

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive quotes for Fire Damage Repair to Apartment 320 at North Ridge Crossing as detailed in the conditions and specifications listed herein.

**Due Date:** October 29, 2010

**Due Time:** By 11:00 a.m. (as shown by KCDC's clock)

**Pre-Bid Meeting Location:** North Ridge Crossing Office

**Pre-Bid Meeting Date:** October 19, 2010

**Pre-Bid Meeting Time:** 8:30 a.m.

**Pre-Bid is Mandatory** Yes  No

**Quote Number:** Q1111

**Deliver Bids to:** Knoxville's Community Development Corporation  
Purchasing Division  
901 Broadway N.E.  
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes  No

**Award Results** KCDC posts the tabulation to its web page web page as soon as practicable. Once the award decision is made, that information is also posted to the web page. Individual notices are normally not mailed or emailed-other than to the successful vendor. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.

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

## Special Instructions

### 1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and Knox County in Tennessee. KCDC's public housing property portfolio includes 17 housing properties with approximately 3,900 dwelling units. KCDC also oversees approximately 3,500 Section 8 Vouchers and 21 redevelopment areas.
- b. KCDC intends for this solicitation to result in the selection of one vendor to repair the fire damage in apartment 320 (3908 Tiberius Road, Knoxville, TN 37918) at North Ridge Crossing Apartments. It is estimated that this project will cost less than \$20,000.

### 2. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions may be found at [www.kcdc.org](http://www.kcdc.org). Please click on "Doing Business With KCDC" where you will find the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

### 3. **INSURANCE**

*Upon award*, Certificates of Insurance must be provided to KCDC indicating that the bidder carries at least the following minimum levels of insurance. Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

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

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
2. For any claims related to this project, contractor's insurance coverage shall be primary insurance as respects to KCDC, its officers, officials, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of contractor's insurance and shall not contribute with it.

3. At the sole discretion of KCDC, dedicated limits of liability for this specific project may be required.
- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of KCDC.
- d. *Other Insurance Requirements.* Contractor shall:
  1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
  2. Provide certified copies of endorsements and policies if requested by the KCDC in lieu of or in addition to certificates of insurance.
  3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
  5. Require all subcontractors to maintain during the term of the resulting contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance KCDC without expense immediately upon request.
  6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
  7. The insurer shall agree to waive all rights of subrogation against KCDC, its officers, officials, and employees for losses arising from work performed by the contractor for KCDC.

8. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.
9. Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage. Contractor shall maintain such coverage for a period of two (2) years from the date of KCDC's final acceptance of the project.

e. *Excess Liability Insurance:* The contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.

f. *Professional Liability:* The contract shall maintain professional liability insurance of \$1,000,000.

4. **LICENSING**  
All bidders must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the bidder shall maintain the required current licenses.

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

6. **QUESTIONS**  
Questions pertaining to this document should be submitted via email with "Questions about Fire Damage Repair" in the subject line as soon as possible to [purchasing@KCDC.org](mailto:purchasing@KCDC.org). The answers to substantial questions will be posted as addenda on KCDC's web page for all interested parties to review.

7. **SAFETY AND PROTECTION**

- a. The bidder (and subcontractors) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The bidder (and subcontractors) shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the bidder.
- c. The bidder shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. All buildings, appurtenances and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the bidder.

8. **SITE EXAMINATION**

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

9. **SUBCONTRACTORS**

- a. Subcontractors shall be approved by KCDC. Additionally they shall not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Bidders may not use the services of other bidders/subcontractors not named in the quote without prior written permission from KCDC. If at any time during the term of the resulting contract, a bidder adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The bidder shall be completely responsible for the actions of its subcontractors, the same as if the bidder directly employed them.

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

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

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

|                                   |  |
|-----------------------------------|--|
| General Decision Number           | TN20100038   |
| Date                              | 03-12-10   |
| State                             | Tennessee  |
| Construction Types                | Residential  |
| County                            | Knox County in Tennessee   |
| Residential Construction Projects | Consisting of single-family homes and apartments up to and including four stories. |
| Modification Number               | 0  |

| Classifications and Rates   | Rate    | Fringe 1 | Fringe 2 |
|---|---------|----------|----------|
| Bricklayer  | \$12.72 | \$0.00   | NA       |
| Carpenter (Including cabinet installation)  | \$13.89 | \$0.00   | NA       |
| Cement Mason/Concrete Finisher  | \$16.00 | \$0.00   | NA       |
| Electrician   | \$18.52 | \$2.32   | NA       |
| Laborer: Common or General  | \$8.00  | \$0.00   | NA       |
| Laborer: Landscape  | \$12.33 | \$0.30   | NA       |
| Operator: Backhoe   | \$13.17 | \$0.00   | NA       |
| Plumber   | \$17.50 | \$0.00   | NA       |
| Roofer: Including Shake and Shingle   | \$10.25 | \$0.00   | NA       |
| Welders: Receive rate prescribed for craft performing operation to which welding is incidental. |         |          |          |

- f. 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)).
- g. These requirements apply to all subcontractors that may be used by the successful bidder.
- h. Should the United States Department of Labor change the Davis Bacon wage rates after this bid is issued but prior to the bid opening, the newer rates will apply. KCDC is required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

11. **WEATHER**

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

a. **EXTENSIONS OF CONTRACT TIME**

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

b. **STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

- 1. The owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.

2. The Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time.

3. The Standard Baseline is as follows:

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

c. **ADVERSE WEATHER AND WEATHER DELAY DAYS**

1. Adverse weather is defined as the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:
  - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
  - b. Temperatures which do not rise above 32 degrees F 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 owner.
3. A weather delay day may be counted only if adverse weather prevents work on the project for 50 percent or more of the contractor's scheduled workday, including a weekend day or holiday if the contractor has scheduled construction activity that day.

d. **DOCUMENTATION AND SUBMITTALS**

1. Submit Daily Jobsite Work Log showing which and to what extent activities have been affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the owner at the beginning of the project.
3. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.

4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
5. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by the owner.

e. **APPROVAL BY OWNER**

1. If the extension of the contract time is appropriate, it shall be affected in accordance with the provisions of this solicitation.
2. Extra costs shall not be incurred by the owner for any extra time increase to the contract.

12. **WORK HOURS**

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

13. **WORKMANSHIP**

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

14. **WORK SITE**

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

## Scope of Work

### Scope of Loss

|                 |  |                            |                          |                           |          |
|-----------------|--|----------------------------|--------------------------|---------------------------|----------|
| File No.        | Policy No.   | Date of Loss<br>08/10/2010 | Report<br>First          | Report Date<br>09/22/2010 | Adjuster |
| Insured<br>KCDC | Address<br>PO Box 3550<br>Knoxville, TN 37927-3550 |                            | Office<br>(865) 403-1115 | Home                      | FAX      |
| Loss Address    | 3908 Tiberius Road, Apt 320<br>Knoxville, TN 37918 |                            |                          |                           |          |
| Contact         | Address  |                            |                          |                           | FAX      |
| Claimant        | Address  | Office                     | Home                     |                           | FAX      |
| Contractor      | Address  |                            |                          |                           | FAX      |

### Duplex Apartment

Deductible: \$5,000.00

#### Master Bedroom

Floor 16.12 SY Wall 385.33 SF Ceiling 145.1 SF Floor Perim. 52.67 FT Ceiling Perim. 46.67 FT

Room-standard-1 Length 10.25 FT, Width 13.08 FT, Height 8.00 FT  
 Opening-1 Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 2  
 Opening-2 Width 3.00 FT, Height 4.00 FT, To Floor? No, To Ceiling? No, Qty of Openings 2  
 Closet-1 Width 5.50 FT, Depth 2.00 FT, Height 8.00 FT, Opening Width 3.00 FT, Opening Height 7.00 FT, Qty of Closets 1

| Operation | Qty    | Unit | Description   | Cost | Extension |
|-----------|--------|------|---|------|-----------|
| Remove    | 145.1  | SF   | 5/8' Drywall, with smooth-wall finish                   |      |           |
| Replace   | 145.1  | SF   | 5/8' Drywall, with smooth-wall finish                   |      |           |
| Paint     | 145.1  | SF   | Drywall or Plaster, 2 coats                             |      |           |
| Remove    | 1      | EA   | Light fixture, Bowl-shade, standard grade               |      |           |
| Replace   | 1      | EA   | Light fixture, Bowl-shade, standard grade               |      |           |
| Replace   | 385.33 | SF   | 1/2' Drywall, with smooth-wall finish                   |      |           |
| Paint     | 385.33 | SF   | Drywall or Plaster, 2 coats                             |      |           |
| Remove    | 5      | EA   | Outlet, 120 volt with cover, outlet                     |      |           |
| Replace   | 5      | EA   | Outlet, 120 volt with cover, outlet                     |      |           |
| Remove    | 1      | EA   | Switch, 120 volt with cover, switch                     |      |           |
| Replace   | 1      | EA   | Switch, 120 volt with cover, switch                     |      |           |
| Remove    | 2      | EA   | Aluminum double-hung window, 36' wide , 48' tall        |      |           |
| Replace   | 2      | EA   | Aluminum double-hung window, 36' wide , 48' tall        |      |           |
| Remove    | 28     | LF   | Casing, Clamshell, 2-1/2', finger-joint pine            |      |           |
| Replace   | 29.96  | LF   | Casing, Clamshell, 2-1/2', finger-joint pine            |      |           |
| Paint     | 28     | LF   | Wood trim, simple design, 2 coats                       |      |           |
| Remove    | 52.67  | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |      |           |
| Replace   | 56.36  | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |      |           |
| Paint     | 52.67  | LF   | Wood trim, simple design, 2 coats                       |      |           |
| Remove    | 2      | EA   | Interior doors, mahogany or birch veneer                |      |           |
| Replace   | 2      | EA   | Interior doors, mahogany or birch veneer                |      |           |
| Paint     | 2      | EA   | Door, Interior , 2 coats                                |      |           |
| Remove    | 145.1  | SF   | Tile floor, Resilient, standard grade                   |      |           |
| Replace   | 145.1  | SF   | Tile floor, Resilient, standard grade                   |      |           |
| Remove    | 6      | LF   | Closet shelf brackets, shelving and rod, Standard       |      |           |

## Scope of Loss

| File No. | Policy No. | Date of Loss<br>08/10/2010                        | Report<br>First | Report Date<br>09/22/2010 | Adjuster |
|----------|------------|---|-----------------|---------------------------|----------|
| Replace  | 6 LF       | Closet shelf brackets, shelving and rod, Standard |                 |                           |          |
| Paint    | 6 LF       | Wood trim, simple design, 2 coats                 |                 |                           |          |
| Remove   | 1 EA       | Smoke detector, direct wired                      |                 |                           |          |
| Replace  | 1 EA       | Smoke detector, direct wired                      |                 |                           |          |
| Remove   | 1 EA       | Heat register, Standard                           |                 |                           |          |
| Replace  | 1 EA       | Heat register, Standard                           |                 |                           |          |
| Remove   | 2 EA       | Cold-air return grille, Standard                  |                 |                           |          |
| Replace  | 2 EA       | Cold-air return grille, Standard                  |                 |                           |          |

### Master Bedroom Totals:

#### Hall-back

Floor 4.07 SY Wall 115.33 SF Ceiling 36.67 SF Floor Perim. 13.08 FT Ceiling Perim. 23.75 FT

|                 |  |
|-----------------|--|
| Room-standard-1 | Length 10.00 FT, Width 3.67 FT, Height 8.00 FT                                   |
| Opening-1       | Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 3  |
| Opening-2       | Width 1.67 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1  |
| Opening-3       | Width 3.58 FT, Height 8.00 FT, To Floor? Yes, To Ceiling? Yes, Qty of Openings 1 |

| Operation | Qty Unit  | Description   |
|-----------|-----------|---|
| Remove    | 36.67 SF  | 5/8' Drywall, with smooth-wall finish                   |
| Replace   | 36.67 SF  | 5/8' Drywall, with smooth-wall finish                   |
| Paint     | 36.67 SF  | Drywall or Plaster, 2 coats                             |
| Remove    | 1 EA      | Light fixture, Bowl-shade, standard grade               |
| Replace   | 1 EA      | Light fixture, Bowl-shade, standard grade               |
| Replace   | 115.33 SF | 1/2' Drywall, with smooth-wall finish                   |
| Paint     | 115.33 SF | Drywall or Plaster, 2 coats                             |
| Remove    | 1 EA      | Outlet, 120 volt with cover, outlet                     |
| Replace   | 1 EA      | Outlet, 120 volt with cover, outlet                     |
| Remove    | 1 EA      | Switch, 120 volt with cover, switch                     |
| Replace   | 1 EA      | Switch, 120 volt with cover, switch                     |
| Paint     | 28 LF     | Wood trim, simple design, 2 coats                       |
| Remove    | 13.08 LF  | Base Molding, Clamshell base, 3-1/2', finger-joint pine |
| Replace   | 14 LF     | Base Molding, Clamshell base, 3-1/2', finger-joint pine |
| Paint     | 13.08 LF  | Wood trim, simple design, 2 coats                       |
| Remove    | 1 EA      | Interior doors, mahogany or birch veneer                |
| Replace   | 1 EA      | Interior doors, mahogany or birch veneer                |
| Paint     | 2 EA      | Door, Interior, 2 coats                                 |
| Remove    | 36.67 SF  | Tile floor, Resilient, standard grade                   |
| Replace   | 36.67 SF  | Tile floor, Resilient, standard grade                   |
| Remove    | 6 LF      | Closet shelf brackets, shelving and rod, Standard       |
| Replace   | 6 LF      | Closet shelf brackets, shelving and rod, Standard       |
| Paint     | 6 LF      | Wood trim, simple design, 2 coats                       |
| Remove    | 1 EA      | Smoke detector, direct wired                            |
| Replace   | 1 EA      | Smoke detector, direct wired                            |
| Remove    | 1 EA      | Carbon monoxide detector, direct wired                  |

## Scope of Loss

| File No. | Policy No. | Date of Loss                           | Report First | Report Date | Adjuster |
|----------|------------|--|--------------|-------------|----------|
| Replace  | 1 EA       | Carbon monoxide detector, direct wired |              |             |          |

### Hall-back Totals:

#### Bath

Floor 7.79 SY Wall 287.33 SF Ceiling 70.13 SF Floor Perim. 37.17 FT Ceiling Perim. 40.17 FT

Room-standard-1 Length 6.83 FT, Width 9.17 FT, Height 8.00 FT  
 Opening-1 Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1  
 Opening-2 Width 6.50 FT, Height 2.00 FT, To Floor? No, To Ceiling? No, Qty of Openings 1  
 Offset-standard-1 Width 1.83 FT, Depth 4.08 FT, Height 8.00 FT, Qty of Offsets 1

| Operation | Qty    | Unit | Description  |
|-----------|--------|------|--|
| Clean     | 357.46 | SF   | 5/8' Drywall, with smooth-wall finish  |
| Seal      | 357.46 |      | Drywall or Plaster, 1 coat   |
| Paint     | 357.46 | SF   | Drywall or Plaster, 1 coat   |
| Remove    | 1      | EA   | Light fixture, Bowl-shade, standard grade  |
| Replace   | 1      | EA   | Light fixture, Bowl-shade, standard grade  |
| Clean     | 1      | EA   | Heat register, Standard  |
| Clean     | 1      |      | Aluminum double-hung window, 24' wide , 36' tall   |
| Remove    | 1      | EA   | Interior doors, mahogany or birch veneer   |
| Replace   | 1      | EA   | Interior doors, mahogany or birch veneer   |
| Paint     | 1      | EA   | Door, Interior , 2 coats   |
| Clean     | 37.17  | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine  |
| Seal      | 37.17  |      | Wood trim, simple design, 1 coat   |
| Paint     | 37.17  | LF   | Wood trim, simple design, 1 coat   |
| Remove    | 70.13  | SF   | Tile floor, Resilient, standard grade  |
| Replace   | 70.13  | SF   | Tile floor, Resilient, standard grade  |
| Remove    | 1      | EA   | Bathroom Hardware, Complete, standard grade  |
| Replace   | 1      | EA   | Bathroom Hardware, Complete, standard grade  |
| Remove    | 1      | EA   | Toilet, standard grade   |
| Replace   | 1      | EA   | Toilet, standard grade   |
| Replace   | 1      | EA   | Sink, Bathroom, Wall-hung porcelain-enamel cast iron, hexagonal                                    |
| Replace   | 1      | EA   | Faucet, Bathroom sink, standard grade  |
| Replace   | 1      | EA   | Bathtub, 60' long by 32' deep, porcelain-enamel, cast iron   |
| Remove    | 5      |      | Plumbing partitions and grab bars for the disabled, Grab bars for the disabled, Bathroom Grab Bars |
| Clean     | 5      |      | Plumbing partitions and grab bars for the disabled, Grab bars for the disabled, Bathroom Grab Bars |
| Reinstall | 5      |      | Plumbing partitions and grab bars for the disabled, Grab bars for the disabled, Bathroom Grab Bars |
| Seal      | 37.17  |      | Wood trim, simple design, 1 coat   |
| Paint     | 37.17  | LF   | Wood trim, simple design, 1 coat   |
| Remove    | 70.13  | SF   | Tile floor, Resilient, standard grade  |
| Replace   | 70.13  | SF   | Tile floor, Resilient, standard grade  |

## Scope of Loss

|          |            |                            |                 |                           |          |
|----------|------------|----------------------------|-----------------|---------------------------|----------|
| File No. | Policy No. | Date of Loss<br>08/10/2010 | Report<br>First | Report Date<br>09/22/2010 | Adjuster |
|----------|------------|----------------------------|-----------------|---------------------------|----------|

### Bath Totals:

#### Bedroom 2

Floor 12.57 SY Wall 402.33 SF Ceiling 113.09 SF Floor Perim. 53.67 FT Ceiling Perim. 47.67 FT

|                   |   |
|-------------------|---|
| Room-standard-1   | Length 13.08 FT, Width 7.42 FT, Height 8.00 FT  |
|                   | Width 4.00 FT, Depth 2.00 FT, Height 8.00 FT, Opening Width 3.00 FT, Opening Height 7.00 FT, Qty of Closets 1 |
| Opening-1         | Width 3.00 FT, Height 4.00 FT, To Floor? No, To Ceiling? No, Qty of Openings 1                                |
| Opening-2         | Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1                               |
| Offset-standard-1 | Width 2.42 FT, Depth 3.33 FT, Height 8.00 FT, Qty of Offsets 1  |

| Operation | Qty    | Unit | Description   |
|-----------|--------|------|---|
| Clean     | 515.42 | SF   | 5/8' Drywall, with smooth-wall finish                   |
| Seal      | 515.42 |      | Drywall or Plaster, 1 coat                              |
| Paint     | 515.42 | SF   | Drywall or Plaster, 1 coat                              |
| Clean     | 1      | EA   | Heat register, Standard                                 |
| Remove    | 1      | EA   | Light fixture, Bowl-shade, standard grade               |
| Replace   | 1      | EA   | Light fixture, Bowl-shade, standard grade               |
| Clean     | 2      |      | Aluminum double-hung window, 36' wide , 48' tall        |
| Seal      | 28     |      | Wood trim, simple design, 1 coat                        |
| Paint     | 28     | LF   | Wood trim, simple design, 1 coat                        |
| Clean     | 2      | EA   | Door, standard flush                                    |
| Remove    | 1      | EA   | Interior doors, mahogany or birch veneer                |
| Replace   | 1      | EA   | Interior doors, mahogany or birch veneer                |
| Seal      | 1      |      | Door, Interior , 1 coat                                 |
| Paint     | 1      | EA   | Door, Interior , 1 coat                                 |
| Clean     | 53.67  | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |
| Seal      | 53.67  |      | Wood trim, simple design, 1 coat                        |
| Paint     | 53.67  | LF   | Wood trim, simple design, 1 coat                        |
| Clean     | 113.09 | SF   | Tile floor, Resilient, standard grade                   |

### Bedroom 2 Totals:

#### Living Room

Floor 17.91 SY Wall 364.34 SF Ceiling 161.19 SF Floor Perim. 50.41 FT Ceiling Perim. 46.41 FT

|                 |   |
|-----------------|---|
| Room-standard-1 | Length 12.33 FT, Width 12.58 FT, Height 8.00 FT   |
|                 | Width 3.00 FT, Depth 2.00 FT, Height 8.00 FT, Opening Width 3.00 FT, Opening Height 7.00 FT, Qty of Closets 1 |
| Opening-1       | Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1                               |
| Opening-2       | Width 3.42 FT, Height 8.00 FT, To Floor? Yes, To Ceiling? Yes, Qty of Openings 1                              |
| Opening-3       | Width 6.00 FT, Height 4.00 FT, To Floor? No, To Ceiling? No, Qty of Openings 1                                |

| Operation | Qty    | Unit | Description                               |
|-----------|--------|------|---|
| Clean     | 525.53 | SF   | 5/8' Drywall, with smooth-wall finish     |
| Seal      | 525.53 |      | Drywall or Plaster, 1 coat                |
| Paint     | 525.53 | SF   | Drywall or Plaster, 1 coat                |
| Remove    | 1      | EA   | Light fixture, Bowl-shade, standard grade |
| Replace   | 1      | EA   | Light fixture, Bowl-shade, standard grade |
| Clean     | 1      | EA   | Heat register, Standard                   |

## Scope of Loss

| File No. | Policy No. | Date of Loss  | Report First | Report Date | Adjuster |
|----------|------------|---|--------------|-------------|----------|
| Clean    | 2          | Aluminum double-hung window, 36' wide , 48' tall        |              |             |          |
| Seal     | 20         | Wood trim, simple design, 1 coat                        |              |             |          |
| Paint    | 20 LF      | Wood trim, simple design, 1 coat                        |              |             |          |
| Clean    | 2 EA       | Door, standard flush                                    |              |             |          |
| Seal     | 1          | Door, Interior , 1 coat                                 |              |             |          |
| Paint    | 1 EA       | Door, Interior , 1 coat                                 |              |             |          |
| Seal     | 1          | Door, Steel entry , 1 coat                              |              |             |          |
| Paint    | 1 EA       | Door, Steel entry , 1 coat                              |              |             |          |
| Clean    | 50.41 LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |              |             |          |
| Seal     | 50.41      | Wood trim, simple design, 1 coat                        |              |             |          |
| Paint    | 50.41 LF   | Wood trim, simple design, 1 coat                        |              |             |          |
| Clean    | 161.19 SF  | Tile floor, Resilient, standard grade                   |              |             |          |

### Living Room Totals:

#### Kitchen

Floor 13.78 SY Wall 306.33 SF Ceiling 124 SF Floor Perim. 38.67 FT Ceiling Perim. 44.67 FT

|                 |   |
|-----------------|---|
| Room-standard-1 | Length 10.33 FT, Width 12.00 FT, Height 8.00 FT                                 |
| Opening-1       | Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1 |
| Opening-2       | Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1 |
| Opening-3       | Width 3.00 FT, Height 3.00 FT, To Floor? No, To Ceiling? No, Qty of Openings 1  |

| Operation | Qty    | Unit | Description   |
|-----------|--------|------|---|
| Clean     | 430.33 | SF   | 5/8' Drywall, with smooth-wall finish                               |
| Seal      | 430.33 |      | Drywall or Plaster, 1 coat  |
| Paint     | 430.33 | SF   | Drywall or Plaster, 1 coat  |
| Remove    | 1      | EA   | Strip light, 2' two-tube surface-mounted fluorescent, with diffuser |
| Replace   | 1      | EA   | Strip light, 2' two-tube surface-mounted fluorescent, with diffuser |
| Clean     | 1      |      | Aluminum double-hung window, 36' wide , 48' tall                    |
| Seal      | 14     |      | Wood trim, simple design, 1 coat                                    |
| Paint     | 14     | LF   | Wood trim, simple design, 1 coat                                    |
| Clean     | 2      | EA   | Door, standard flush  |
| Seal      | 1      |      | Door, Steel entry , 1 coat  |
| Paint     | 1      | EA   | Door, Steel entry , 1 coat  |
| Clean     | 12     | LF   | Kitchen cabinet, Upper, standard grade                              |
| Clean     | 2      | LF   | Kitchen cabinet, Lower, standard grade                              |
| Remove    | 8      | SF   | Countertop, Plastic laminate, flat-laid                             |
| Replace   | 8      | SF   | Countertop, Plastic laminate, flat-laid                             |
| Clean     | 1      | EA   | Dishwasher, Push-button, standard grade                             |
| Clean     | 1      | EA   | Range hood, standard grade  |
| Clean     | 1      | EA   | Range, Electric, standard grade                                     |
| Clean     | 1      |      | Sink, Kitchen, Stainless steel, 33' by 22' double-bowl              |
| Clean     | 20     | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine             |

## Scope of Loss

| File No. | Policy No. | Date of Loss                          | Report First | Report Date | Adjuster |
|----------|------------|---------------------------------------|--------------|-------------|----------|
| Seal     | 20         | Wood trim, simple design, 1 coat      |              |             |          |
| Paint    | 20 LF      | Wood trim, simple design, 1 coat      |              |             |          |
| Clean    | 124 SF     | Tile floor, Resilient, standard grade |              |             |          |

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### Kitchen Totals:

#### Laundry Room

Floor 3.89 SY Wall 177.67 SF Ceiling 35.03 SF Floor Perim. 21.83 FT Ceiling Perim. 24.83 FT

Room-standard-1 Length 8.08 FT, Width 4.33 FT, Height 8.00 FT  
 Opening-1 Width 3.00 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1

| Operation | Qty   | Unit | Description   |
|-----------|-------|------|---|
| Clean     | 212.7 | SF   | 5/8' Drywall, with smooth-wall finish                   |
| Seal      | 212.7 |      | Drywall or Plaster, 1 coat                              |
| Paint     | 212.7 | SF   | Drywall or Plaster, 1 coat                              |
| Remove    | 1     | EA   | Light fixture, Bowl-shade, standard grade               |
| Replace   | 1     | EA   | Light fixture, Bowl-shade, standard grade               |
| Clean     | 21.83 | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |
| Seal      | 21.83 |      | Wood trim, simple design, 1 coat                        |
| Paint     | 21.83 | LF   | Wood trim, simple design, 1 coat                        |
| Clean     | 4     | LF   | Finish carpentry, closet shelf and brackets             |
| Paint     | 4     | LF   | Wood trim, simple design, 1 coat                        |
| Clean     | 35.03 | SF   | Tile floor, Resilient, standard grade                   |
| Clean     | 1     |      | Water heater, Electric, 40 gallon                       |

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### Laundry Room Totals:

#### Hall-front

Floor 1.96 SY Wall 53.99001 SF Ceiling 17.65 SF Floor Perim. 6.76 FT Ceiling Perim. 6.76 FT

Room-standard-1 Length 5.17 FT, Width 3.42 FT, Height 8.00 FT  
 Opening-1 Width 3.58 FT, Height 8.00 FT, To Floor? Yes, To Ceiling? Yes, Qty of Openings 1  
 Opening-2 Width 3.42 FT, Height 8.00 FT, To Floor? Yes, To Ceiling? Yes, Qty of Openings 2

| Operation | Qty   | Unit | Description   |
|-----------|-------|------|---|
| Clean     | 71.64 | SF   | 5/8' Drywall, with smooth-wall finish                   |
| Seal      | 71.64 |      | Drywall or Plaster, 1 coat                              |
| Paint     | 71.64 | SF   | Drywall or Plaster, 1 coat                              |
| Remove    | 1     | EA   | Light fixture, Bowl-shade, standard grade               |
| Replace   | 1     | EA   | Light fixture, Bowl-shade, standard grade               |
| Clean     | 6.76  | LF   | Base Molding, Clamshell base, 3-1/2', finger-joint pine |
| Seal      | 6.76  |      | Wood trim, simple design, 1 coat                        |
| Paint     | 6.76  | LF   | Wood trim, simple design, 1 coat                        |
| Clean     | 17.65 | SF   | Tile floor, Resilient, standard grade                   |

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### Hall-front Totals:

## Scope of Loss

|          |            |                            |                 |                           |          |
|----------|------------|----------------------------|-----------------|---------------------------|----------|
| File No. | Policy No. | Date of Loss<br>08/10/2010 | Report<br>First | Report Date<br>09/22/2010 | Adjuster |
|----------|------------|----------------------------|-----------------|---------------------------|----------|

### Utility Room

Floor 0.67 SY Wall 68.33 SF Ceiling 6 SF Floor Perim. 8.33 FT Ceiling Perim. 10 FT

Room-standard-1 Length 3.00 FT, Width 2.00 FT, Height 8.00 FT  
Opening-1 Width 1.67 FT, Height 7.00 FT, To Floor? Yes, To Ceiling? No, Qty of Openings 1

#### Operation      Qty Unit      Description

|       |          |                                       |
|-------|----------|---------------------------------------|
| Clean | 74.33 SF | 5/8" Drywall, with smooth-wall finish |
| Seal  | 74.33    | Drywall or Plaster, 1 coat            |
| Paint | 74.33 SF | Drywall or Plaster, 1 coat            |

### Utility Room Totals:

#### HVAC

#### Operation      Qty Unit      Description

|       |        |                                 |
|-------|--------|---------------------------------|
| Clean | 120 LF | Duct work, for home to 1,200 sf |
|-------|--------|---------------------------------|

### HVAC Totals:

### Miscellaneous

#### Operation      Qty Unit      Description

|     |      |                                  |
|-----|------|----------------------------------|
| Fee | 1 EA | Dumpster, 10 cy, rental per week |
| Fee | 1    | Specialty Clean up               |

**This and the preceding pages do not need to be returned to KCDC.**

## Fire Damage Repair to Apartment 320 at North Ridge Crossing Q1111

### Proposal Document A

### General Response Section

| General Information about the Bidder  |   |
|---|---|
| <b>Sign Your Name to The Right of the Arrow</b>   |  |
| <b>Printed Name</b>   |   |
| <b>Company Name</b>   |   |
| <b>Federal EIN/Social Security Number</b>   |   |
| <b>Dun and Bradstreet Number</b>  |   |
| <b>Street Address</b>   |   |
| <b>City/State/Zip</b>   |   |
| <b>Contact Person (Please Print Clearly)</b>  |   |
| <b>Telephone Number</b>   |   |
| <b>Fax Number</b>   |   |
| <b>Cell Number</b>  |   |
| <b>Bidder's email address<br/>(Please Print Clearly)</b>  |   |
| <b>Please acknowledge addenda have been issued by checking below as appropriate:</b>  |   |
| None Issued <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"/>                          |   |
| <b>Addenda are not mailed but posted at <a href="http://www.kcdc.org/en/DoingBusiness/Open-Solicitations.aspx">http://www.kcdc.org/en/DoingBusiness/Open-Solicitations.aspx</a> . Please check for addenda prior to submitting your proposal.</b> |   |
| Statistical Information   |   |
| <b><u>This business is owned &amp; operated by persons at least 51% of the following ethnic background:</u></b>   |   |
| White 1 <input type="checkbox"/> Black 2 <input type="checkbox"/> Native Americans 3 <input type="checkbox"/> Hispanic 4 <input type="checkbox"/> Asian/Pacific 5 <input type="checkbox"/> Hasidic Jew 6 <input type="checkbox"/>                 |   |
| <b><u>As defined on KCDC's webpage, this business qualifies as being:</u></b>   |   |
| Small Business <input type="checkbox"/> Section 3 <input type="checkbox"/> Woman Owned & Operated <input type="checkbox"/>  |   |
| <b>Total Project Cost</b>   | \$  |
| <b>Calendar days to complete the work once work commences</b>   |   |

|                                |                   |
|--------------------------------|-------------------|
| <b>Solicitation Document B</b> | <b>References</b> |
|--------------------------------|-------------------|

**Provide references as similar as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.**

**One**

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

**Two**

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

**Three**

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

## **Solicitation Document C      Affidavits**

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

### **NON-COLLUSION AFFIDAVIT**

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

### **AFFIDAVIT OF ELIGIBILITY**

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

### **ILLEGAL IMMIGRANTS**

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of illegal immigrants.
2. By signing below the bidder agrees that:
  - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.

## Solicitation Document D    Affidavits-Continued

- b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

### **DRUG FREE WORK PLACE AFFIDAVIT**

- 1. The undersigned, principal officer of \_\_\_\_\_, an employer of five or more employees contracting with Knoxville's Community Development Corporation to provide construction services, hereby states under oath as follows:
- 2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

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

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
\_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

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

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

This page need not be returned

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

| Clause   | Page |
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| 2. Contingent Fee Representation and Agreement   | 1    |
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| 13. Bidder's Signature   | 3    |

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]  
(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

(1) [ ] has, [ ] has not employed or retained any person or company to so 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** (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)*