



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699  
865.403.1107 • Fax 865.594.8858  
800.848.0298 (Tennessee Relay Center)  
Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)  
<http://www.kcdc.org/modules/vendor/business.aspx>

**Invitation for Sealed Bids**

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive sealed bids for **Waterfront: Demolition of Structures along Langford Avenue** as detailed in the conditions and specifications listed herein.

**Due Date:** March 1, 2010  
**Due Time:** By 11:00 a.m. KCDC time  
**Pre-Bid Meeting Location:** KCDC's Board Room at 901 Broadway N.E.  
**Pre-Bid Meeting Date:** February 19, 2010  
**Pre-Bid Meeting Time:** 1:00 p.m.

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

**Site Inspection:** The site will be open for your inspection on February 19, 2010 from 9:00 a.m. until 11:00 a.m.

**Bid Number:** C10040

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

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

**MS Word Version:** This document is available in MS WORD format. If you are interested in obtaining the Word document, please email [purchasing@kcdc.org](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 to Bidders

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

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and Knox County in Tennessee. KCDC's public housing property portfolio includes 16 housing properties with approximately 3,800 dwelling units. KCDC also oversees approximately 4,000 Section 8 Vouchers and 17 redevelopment areas.
- b. KCDC is coordinating the removal of several structures for the City of Knoxville at its South Waterfront area. The work consists of furnishing all labor, materials, equipment, and incidentals necessary for removing several structures located at 701, 901, and 939 Langford Avenue and 1015 Phillips Avenue in Knoxville, Tennessee.
- c. The bidder and any subcontractors shall be experienced contractors having demonstrated competence in work of this nature, and shall have available or have access to experienced labor and sufficient equipment necessary to perform this work.

### 2. **BONDS**

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

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. One of the following is required (upon award):
  1. A performance and payment bond for 100% of the contract price; or
  2. 25% cash escrow; or
  3. 25% irrevocable letter of credit.
- c. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

### 3. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national code, state and local codes, ordinances, and elevator safety orders as are in effect at the time of the work. All requirements of the local building department and fire jurisdiction are to be fulfilled by bidder and its sub-contractors.

### 4. **ENTRANCE TO THE SITE**

Only the vendors' employees are allowed on the premises. Vendor's employees are not to be accompanied in their work area by acquaintances, family members, or any person unless said person is an authorized employee of the responder.

### 5. **EVALUATION**

KCDC will evaluate the responses to this solicitation on these factors:

<b>FACTORS</b>	<b>MAXIMUM POINTS</b>
Cost	100

All bids are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of bidders.

6. **EXAMINATION OF WORK SITE**

Vendors shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they choose as to verify the actual conditions and requirements of the work and accuracy of the estimates provided. Vendors shall inform themselves of the conditions relating to the construction and labor under which the work shall be performed. Failure to do so shall not relieve the vendor of its obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the contemplated work for the consideration set forth in this solicitation.

At the time of the opening of the quotes, each vendor shall be presumed to have inspected the sites and to have read and to be thoroughly familiar with the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its quote.

7. **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 bidder may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

8. **IDENTIFICATION**

Vendor employees shall have proper identification displayed, at all times, while on the property. All employees must wear a company uniform, have picture identification badges or other company identification at all times.

9. **INSURANCE**

*Upon award*, Certificates of Insurance must be provided to KCDC indicating that the bidder carries at least the following minimum levels of insurance:

- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.
- b. General Liability coverage with bodily injury and property damage limits of not less than \$700,000 per occurrence;\$300,000 per single person; and \$100,000 property coverage.
- c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$700,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by KCDC.
- d. KCDC must be added as an additional insured as respects to this contract. An OCPL policy will suffice.
- e. A thirty (30) day cancellation notice must be provided.
- f. Any and all subcontractors must supply the above listed insurance requirements before they begin work.
- g. Builder’s Risk (if applicable).

10. **LICENSING**

All bidders must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **Copies of all such licenses and/or permits are to be submitted with the bid. Failure to submit copies of such may result in bid rejection.** Throughout the term of this contract, the bidder shall maintain the required current licenses.

The Executive Director of the State Licensing Board has ruled that the prime bidder must have one of the following licenses for this project:

- BC
- BC-B
- BC-b(sm)
- BC-31
- HC-4

11. **LIQUIDATED DAMAGES**

Liquidated damages shall apply at \$300.00 per calendar day for each day beyond the scheduled completion date, and such provision shall be included in the contract for construction. The timeline starts when the car is taken down. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

12. **PERMITS**

The bidder shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, bidder 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 KCDC utilization permits in regard to completed work.

13. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Waterfront: Demolition” in the subject line no later than one week prior to the bid opening to [purchasing@KCDC.org](mailto:purchasing@KCDC.org). The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

14. **RESPONSIBILITIES**

At his/her own expense, the vendor shall:

- a. Provide competent supervision.
- b. Provide competent workers.
- c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- d. Perform work without unnecessarily interfering with the activities of City of Knoxville or KCDC operations.

15. **REPRESENTATION**

The bidder represents and warrants:

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

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

16. **SAFETY AND PROTECTION**

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

17. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. It is KCDC's intention to award a single contract for the work to be performed. Bidders intending to use subcontractors to perform any portion of the work shall include a description of which portion(s) of the work shall be subcontracted out, the names and addresses of the subcontractor and the expected amount of money each shall receive under the contract.
- c. 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

and the expected amount of money each new or replaced subcontractor shall receive. The bidder shall be completely responsible for the actions of its subcontractor as if the bidder directly employed them.

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

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

- a. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful responder's employees 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 with your employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information:

General Decision Number	TN20080145
Date	01-22-10
State	Tennessee
Construction Types	Heavy
Counties	Knox
Heavy Construction Projects	Including sewer/water construction
Modification Number	0

- f. Classifications and rates:

<b>Classifications and Rates</b>	<b>Rate</b>	<b>Fringes</b>
Electrician	\$21.74	4.25% + \$7.85
Laborer: Common or General	\$16.77	\$5.28
Laborer: Flagger	\$8.73	\$0.00
Laborer: Pipelayer	\$11.75	\$0.00
Operator: Backhoe	\$18.45	\$0.00
Operator: Bulldozer	\$22.55	\$9.40
Operator: Crane	\$22.55	\$9.40
Operator: Excavator	\$18.45	\$0.00
Operator: Forklift	\$20.65	\$9.40
Operator: Loader	\$13.50	\$0.00
Operator: Trackhoe	\$18.45	\$0.00
Truck Driver: Dump Truck	\$10.76	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- g. Unlisted classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).
- h. Calculating Fringe Benefits:

HUD provides this example when calculating fringe benefits:

Base Rate:	\$21.74	(Electrician)
Fringe Benefit 1	\$ 7.85	
Fringe Benefit 2	4.25%	(This equals 4.25% of the base rate {\$21.74} for \$0.92.
Add	\$21.74	
	\$ 7.85	
	\$ 0.92	
	\$30.51	Total per hour

- i. These requirements apply to all subcontractors that may be used by the successful bidder.
- j. 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.

<b>Scope of Work</b>
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- 1. **GENERAL**  
Provide all labor, materials and equipment necessary to demolish and properly remove the identified structures with as little inconvenience and imposition as possible to the surrounding property and citizens.
- 2. **WORKPLAN**  
Prior to commencing any demolition work, the bidder shall submit a detailed work plan providing for the removal of the structures and restoration of the lands. Said work plan shall include an erosion and sediment control plan (ESCP) as required by the City of Knoxville.
  - a. In general, the ESCP must minimize disturbed areas, control perimeter runoff, control interior erosion and drainage, and contain a plan for inspection and maintenance.
  - b. The ESCP will consist of a narrative and a drawing. A narrative is required in order to explain the decisions concerning erosion and sediment control. The narrative should be adequate to allow a reviewer to make intelligent judgments concerning the effectiveness of the controls. It should contain complete and concise information regarding information that is not usually shown on drawings, such as construction schedules, existing soils, calculations and computations, types of vegetation, inspection and maintenance controls, et cetera.
  - c. The ESCP will detail materials disposal plans that are in accordance with all federal, state and local laws, rules and regulations.
  - d. The level of detail should be appropriate to the project size and complexity. The bidder should refer to Chapter 5, Best Practices Manual ([http://www.ci.knoxville.tn.us/engineering/bmp\\_manual/](http://www.ci.knoxville.tn.us/engineering/bmp_manual/)).
  - e. Reference is made to the report from MACTEC concerning ground disturbing activities attached as Exhibit B.
  - f. The actual work must adhere to the approved work plan and must provide for the following specifics.
    - 1. Bidder shall demolish and remove all structures identified in Exhibit A attached including, but not limited to utility poles, masts, and standards.

2. All debris, waste, excess material, scrap, and salvageable material generated by the demolition shall become the property of the bidder.
3. Bidder shall remove and dispose of all materials and waste products in accordance with Federal, state and local regulations. Waste must be disposed of at a facility which is properly licensed and permitted to handle the type of waste being disposed. Proof of this condition must be included within the work plan.
4. Burning of debris and waste material will not be permitted. Daily clean-up is required to all areas affected by the work.
5. All fencing is to remain. Bidder shall be responsible for repairing or replacing any gaps to insure security during and after project completion.
6. Floating debris shall not be allowed to escape into the main channel.
7. Bidder shall fill excavated areas and grade to a slope that is consistent with the surrounding terrain. In the case of abrupt elevation changes, transition slopes shall be graded to no a 2:1 or flatter slope; whichever can be most safely accomplished.
8. Bidder shall recycle all building materials whenever and/or wherever possible. All costs incurred for the recycling of demolition material will be borne by the bidder. To offset incurred recycling costs, the bidder may retain all revenues reaped from recycling of demolition material.
9. Bidder shall not damage the rail lines on the property. Bidder shall coordinate all demolition work with the rail operator.
10. The bidder's work plan must include a proposed timeline (days to accomplish the work, not dates) for the demolition, removal, and site clean up. All work shall be completed within forty-five (45) days of a notice to proceed.

3. **ASBESTOS CONTAINING MATERIALS**

An asbestos report on the structures will be posted as an addendum to the website at a later date.

4. **DEBRIS AND SURPLUS MATERIAL**

All debris, waste, excess material, scrap, and salvageable material generated by the demolition shall become the property of the bidder and shall immediately be removed from the property and legally disposed of in a manner consistent with all applicable regulations.

- a. Debris shall not be permitted to accumulate and the work area shall be kept satisfactorily clean at all times.
- b. Burning of debris and waste material will not be permitted.
- c. Daily clean-up is required to all areas affected by the work.
- d. It shall be the responsibility of the bidder to arrange and be responsible for his/her own off-site disposal area.
- e. Equipment and material storage shall be confined to areas approved by the Owner.
- f. Disposal of all rubbish and surplus materials resulting from the bidder's operations shall be taken off the site at the bidder's expense, all in accordance with all federal, state, and local laws, regulations, codes and ordinances governing locations and the methods of disposal.

g. Floating debris shall not be allowed to escape into the main channel.

5. **MAINTENANCE OF MARINE TRAFFIC**

The bidder's marine operations, in addition to conforming to all of the regulations, rules and practices of good and prudent seamanship, shall also conform to and consider the following:

- a. The bidder shall not interfere with the movement of vessels in the main channel and shall not interfere with the movement of vessels berthing and operating at other docks, marinas, or piers except by arrangement with the dock, marina, or pier operators and/or tenants. The bidder is responsible for contacting operators and/or tenants and for arranging site access. No claims will be allowed the bidder by reason of delay caused by said operators and/or tenants.
- b. All floating equipment, if any, shall carry and exhibit proper day and night markers for identification to other vessels, as required by applicable laws and regulations.
- c. Bidder's floating equipment required for the work, if any, shall be properly moored when not in use.

6. **MISPLACED MATERIAL**

Should the bidder during the progress of the work lose, drop, dump, throw, sink, misplace, or leave behind any material, plant, machinery, appliance, or any other item, regardless whether within or outside of the project limits, the bidder shall recover and remove the same from the river with the utmost dispatch as directed by and to the satisfaction of the Owner.

7. **OSHA REQUIREMENTS**

Pursuant to 29 CFR Part 1926, prior to permitting employees to start demolition operations, a survey is to be made by a "competent person" of the structure to determine the condition of the framing, floors, et cetera and the possibility of unplanned collapse of any portion of the structure (§1926.850(a)). During demolition, continuing inspections by a competent person are to be made to detect hazards resulting from weakened or deteriorated floors, or walls, or loosened material (§1926.859(g)).

A "competent person" means one whom:

- Is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. (§1926.32(f)).
- Is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure (§1926.1101(b)).
- Has the authority to take prompt corrective measures to eliminate them (§1926.1101(b)).
- Has been specially trained in a training course that meets the criteria of EPA's Model. Accreditation Plan for supervisors or its equivalent (§1926.1101(b)).

More information on asbestos standards for demolition can be found at the OSHA website:  
<http://www.osha.gov/Publications/OSHA3096/3096.html>

8. **FINAL INSPECTION**

When the removal is substantially completed, the bidder shall notify KCDC in writing, that the work will be ready for final inspection on a definite date (which shall be stated in such notice). The notice shall be given at least five days in advance of the expected completion date.

9. **PROJECT CLOSEOUT**

- a. Cleaning – Before the inspection for substantial completion, do all necessary cleaning, including the satisfactory removal and disposal of all litter and debris.
- b. Substantial Completion and Final Inspection - Submit written certification that the project, or the designated portion of project, is substantially complete, and request, in writing, a final inspection. The Owner will make an inspection within five (5) working days of receipt of the request.

Should the Owner determine that the work is substantially complete, she/he will prepare a punch list of deficiencies that need to be corrected before final acceptance and issue a notice of substantial completion with the deficiencies noted.

Should the Owner determine that the work is not substantially complete, she/he will immediately notify the bidder, in writing, stating reasons. After the bidder completes the work, she/he shall re-submit certification and request for final inspection.

- c. Acceptance of the Work – After all deficiencies have been corrected.

10. **DELAYS AND EXTENSION OF TIME**

If the bidder is delayed at any time in the progress of the work by any act of neglect of the Owner, their employees, any separate bidder employed by the Owner, changes ordered in work, strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, any causes beyond the bidder's control, or any cause which the Owner determines justifiable, the time of completion shall be extended for a reasonable period of time by the Owner.

11. **SAFETY**

Bidder shall be responsible for the adequacy and completion of all safety plans, inventories and permits necessary for the transportation and disposal of all wastes.

12. **STORAGE**

During the execution of the work, the bidder may locate a storage area on-site for both material and equipment. The bidder shall use the storage area without obligation or any liability on the part of the owner and solely at the bidder's risk.

13. **TIME FOR COMPLETION**

The structures are to be removed and the site preparation completed within forty-five (45) consecutive calendar days following the notice to proceed.

14. **TRANSPORTING DEBRIS TO THE DUMP SITE**

- a. All demolition materials must be taken to a landfill approved by the State of Tennessee and designated for the products being disposed. Invoices must include waste manifests and landfill tickets as evidence of proper disposal. KCDC will not make payment without evidence of proper disposal.
- b. All trucks hauling debris shall:
  - 1. Comply with speed limits.
  - 2. Have rear gates and not have debris over the edges of the bed.
  - 3. Have covers/tarps so that debris does not blow out.
  - 4. Be wetted down prior to leaving the job site-if the City of Knoxville ascertains this is necessary.

5. Comply with all hauling requirements.

15. **UTILITIES**

Vendor shall assume all responsibility for damage attributable to him to any property upon, or passing through the project area, but excluded from the work or not owned by KCDC such as utility lines, surface improvement or like items.

16. **ALTERNATE NUMBER**

The work consists of furnishing all labor, materials, equipment, and incidentals necessary for removing several piers and a dock along Knoxville's waterfront. Bidder shall demolish and remove all structures identified in Exhibit D attached.

The bidder's marine operations, in addition to conforming to all of the regulations, rules and practices of good and prudent seamanship, shall also conform to and consider the following:

- a. The bidder shall not interfere with the movement of vessels in the main channel and shall not interfere with the movement of vessels berthing and operating at other docks, marinas, or piers except by arrangement with the dock, marina, or pier operators and/or tenants. The bidder is responsible for contacting operators and/or tenants and for arranging site access. No claims will be allowed the bidder by reason of delay caused by said operators and/or tenants.
- b. Bidder shall remove and dispose of all materials and waste products in accordance with Federal, state and local regulations. Waste must be disposed of at a facility which is properly licensed and permitted to handle the type of waste being disposed.
- c. All floating equipment, if any, shall carry and exhibit proper day and night markers for identification to other vessels, as required by applicable laws and regulations.
- d. Bidder's floating equipment required for the work, if any, shall be properly moored when not in use.
- e. Should the bidder during the progress of the work lose, drop, dump, throw, sink, misplace, or leave behind any material, plant, machinery, appliance, or any other item, regardless whether within or outside of the project limits, the bidder shall recover and remove the same from the river with the utmost dispatch as directed by and to the satisfaction of the Owner.

**THIS AND THE PRECEDING PAGES NEED NOT BE RETURNED WITH YOUR RESPONSE**

### General Information about the Bidder

Sign Your Name to The Right of the Arrow



Printed Name	
Company Name	
Federal EIN/Social Security Number	
Dun and Bradstreet Number	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Fax Number	
Cell Number	
Bidder's e-mail address (Please Print Clearly)	

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

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

Addenda are not mailed but posted at <http://www.kcdc.org/en/DoingBusiness/Open-Solicitations.aspx> .

*Please check for addenda prior to submitting your bid.*

### Statistical Information

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

White 1  Black 2  Native Americans 3  Hispanic 4  Asian/Pacific 5  Hasidic Jew 6

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

Small Business  Section 3  Woman Owned & Operated

Mastercard is accepted without additional charge?

Yes  No

The undersigned is organized as a:

Corporation  Partnership  Individual  Sole Proprietorship  Joint Venture  Other

The undersigned is organized in the State of

Total Project Cost

\$

Calendar Days for Project Completion

(Cannot exceed 45 days)

Alternate Number 1

\$

<b>Solicitation Document B      Vendor Business Information</b>
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**1 EXPERIENCE:**

Years in business	
Years in business under this name	
Years performing this type of work	
Value of work now under contract	
Value of work in place last year	
Percentage (%) of work usually self-performed (not sub contracted)	
Has your firm:	
Failed to complete a contract?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Pending judgment claims or suits against firm?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?	

**2. SAFETY:**

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

**3. PERSONNEL, EQUIPMENT & MATERIALS:**

How many total employees does your company employ		
<b>Area</b>	<b>Fulltime</b>	<b>Part Time</b>
Clerical		
Number of Supervisors to Service KCDC		
Number of workers to Service KCDC		
Other		

<b>Solicitation Document C      References</b>
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**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			
Contact person's email address			
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			
Contact person's email address			
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			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Approximate Dollar Value of the Contract	\$		

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.
  - 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\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

**Solicitation Document E Good Faith Compliance Affidavit**

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

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

Section One

The following companies were contacted and asked for pricing for the attached bid/bid. Provided the listed companies meet bid/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 will be cause to reject the bid.**)

Company Name	Person	Product/Service	MOB	WOB

Section Two

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

**Solicitation Document F Form of Commitment: MBE/WBE Utilization**

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

Section One This does not apply because MOB/WOB subcontractors will not used.  (You are done with this page)  
 Section Two MOB/WOB Subcontractors will be used.  (Complete this page)

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

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

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

**COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED**

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

Company Name	Person	Product/Service	MOB	WOB

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

Company Name	Reason

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



**CAUTION!!**

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

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

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

**Do not put it inside the envelope.**

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

**PART I**

**ALL BIDDERS MUST COMPLETE PART I**

**PROJECT NAME:** Waterfront: Demolition of Structures along Langford Avenue  
**CONTRACT NUMBER:** C10040  
**BID OPENING DATE:** 11:00 a.m. on March 1, 2010

Name of Bidder: \_\_\_\_\_

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

State of Tennessee Bidder's License Classification Code Pertaining to this Bid: \_\_\_\_\_

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

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

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

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

**PART II** Check here \_\_\_ if this is applicable.

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

**PART III**

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