



Murfreesboro Housing Authority
 415 N. Maple St.
 Murfreesboro, TN 37130
 (615) 893-9414

Invitation for Sealed Bids	
Solicitation Name	Redevelopment of Oakland Court Phase 1
Responses Must Arrive No Later Than	2:00 p.m. CST on June 25 th , 2020
Deliver Responses to:	Emailed to trowe@mha-tn.org
Electronic Copies	Electronic copies are available on the MHA webpage. www.mha-tn.org
Printed Copies May Be Purchased At:	Pro Graphics 1811 Church St Nashville, TN 37203 (615) 327-0386
Responses to be Emailed to MHA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Solicitation Meeting Date and Time	10:00 a.m. CST on June 10 th , 2020
Solicitation Meeting To Be Conducted Via Video Conference	Zoom Conference Line Link to be provided at www.mha-tn.org under "Procurement"
Site Visit Schedule	Suppliers may visit the site on their own.
Questions About This Solicitation	Submit questions to jthomas@mhmnc.com MHM will not accept questions via telephone.
Last Day for Questions	June 16 th , 2020
Last Day for Addendum	June 18 th , 2020
Award Results	MHA posts the award decision to its web page at: www.mha-tn.org
Open Records/Public Access to Documents	All documents provided to MHA are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check MHA's webpage for addenda and changes before submitting your response.	

1. **Background and Intent**

- a. Murfreesboro Housing Authority (MHA) is a nonprofit corporation to provide housing for low-income families for the City of Murfreesboro in Tennessee.
- b. MHA is seeking sealed bids from qualified suppliers to provide construction services for the redevelopment of Oakland Court Phase 1. The supplier is responsible for verifying the entire scope of work and related quantities as included in the bid documents. The work generally consists of:
 - Construction of new single family, duplex and triplex homes totaling 44 buildings/76 units.
 - Construction of new infrastructure, streets, installation of street trees, site lighting, parking courts, landscaping, and open/green spaces.
 - Maintenance of erosion control measures
 - Maintenance of site security measures
- c. The supplier shall furnish all supervision, labor, materials, tools, equipment, services, and permits necessary to perform and complete the work within the project timeline. Utility tap fees from Murfreesboro Water Resources Department, and aid to construction costs from Murfreesboro Electric Department to be paid by owner.

2. **Bonds**

Bid, payment and performance bonds are required if the bid exceeds \$150,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

- a. A bid bond from each supplier equivalent to five percent (5%) of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. Performance and payment bonds for 100% of the contract price.
- c. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. **Changes after Award**

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

4. **Codes and Ordinances**

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

5. **Contact Policy**

Only contact McCarty Holsaple McCarty Architects (MHM) about this solicitation from the issuance of this RFP until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the proposer from the solicitation process.

6. **Contract Approval**

The resulting contract is subject to MHA Board and Executive Director approval.

7. **Contract Documents**

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

8. **Damage**

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

9. **Employees**

Supplier will:

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

10. **Entrance to Sites**

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

11. **Equipment**

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

12. **Evaluation**

MHA will evaluate this as a formal sealed bid and the award is to the "lowest and best." MHA and their representatives alone determine the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity and comparable experience to perform the requirements of the solicitation and subsequent contract. A responsive bid is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. MHA reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

MHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the MHA's written policy and procedures.

13. **General Instructions to Suppliers**

An Invitation for Bids (IFB) is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. All bids must be emailed to trowe@mha-tn.org. All bids received will be dated, time-stamped and stored unopened in a secure place until the bid opening. Bids must be submitted via email and received by the bid deadline of 2PM (Central Standard Time) on June 25th, 2020. No late bids will be accepted. A bidder may withdraw the bid at any time prior to the bid opening.

14. **Insurance**

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VII or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to MHA evidencing said insurance coverages. **See paragraph "g" for exact naming of certificate holder and additional insured.**

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

- a. **Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate with the minimum \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

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

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

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

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Environmental Impairment Liability:** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. **Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by MHA.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

f. **Other Insurance Requirements:**

1. Upon award, Supplier shall furnish MHA with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer

of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.

3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.
6. Any deductibles greater than \$10,000 are not permitted.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.

g. Certificate Holder and Additional Insured:

MHA its officials, officers, employees, and volunteers
415 North Maple Street
Murfreesboro, TN 37130

- h. Right to Revise or Reject:** MHA reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- i. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of MHA, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Term Sheet - Insurance Requirements
Oakland Court Phase 1 Construction

Certificate Holder and Additional Insured	Murfreesboro Housing Authority its officials, officers, employees, and volunteers 415 N Maple Murfreesboro, TN 37130
GL (Supplier & Subcontractors)	\$1M / \$2M
Umbrella (Supplier & Subcontractors)	\$5M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
Pollution Liability	ISO CG 0039, or equivalent
30-day cancellation	Required– must indicate on COI
Primary non-contributory	Required – must indicate on COI
Waiver of Subrogation	Required – must indicate on COI

15. **Invoicing**

- a. MHA will process pay applications once per month.
- b. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. MHA may deny invoices submitted after the 90-day threshold.
- c. MHA’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and MHA is generally exempt from the Federal Excise tax.

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

16. **Licensure**

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee’s “Contractor’s Licensing Act of 1994.”
- c. The supplier and its subcontractors must possess and maintain the proper licensure from the State of Tennessee with the necessary monetary limits to qualify for this work.

- d. The Executive Director of the State Contractor Licensing Board says one of these licenses is required:
- BC
 - BC-31
 - BC-A
 - BC-B
 - BC-b(sm) (if \$750,000 or less)
 - HC-4
- e. Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
- f. Additional information is at <https://www.tn.gov/commerce/regboards/contractors.html>.

17. **Liquidated Damages**

Liquidated damages of \$500.00 per calendar day for each day beyond the scheduled completion date apply.

18. **Measurements and Drawings**

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

19. **Permits**

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

20. **Representations**

By submitting a response, the supplier certifies:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies, or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier carefully examined the plans, specifications and the worksite and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment

and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance; and

- d. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder/offeror's existing commercial and governmental business commitments; and
- e. Have satisfactory comparable experience and performance record; and
- f. Have satisfactory record of integrity and business ethics; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including no be suspended, debarred or under a HUD-imposed LDP.

21. **Responsibilities**

At no expense to MHA, the supplier will:

- a. Have the necessary organization, comparable experience, accounting and operational controls, and technical skills or the ability to obtain them.
- b. Provide quality control for all services provided.
- c. Provide competent supervision.
- d. Provide competent workers.
- e. Take precautions necessary to protect persons or property against injury and/or damage and be responsible for any such damage or injury that occurs because of their fault or negligence.
- f. Perform work without unnecessary interference with the activities of MHA or suppliers.

22. **Suspension and Debarment**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR 200.317 through 200.326), or by other Federal agencies, e.g., Dept of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Authority staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U. S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

23. Safety/OSHA Guideline Compliance

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

24. Salvage of Materials

All rights, title and other interest of MHA in and to buildings, structures and other property to be removed is vested in the supplier. All salvage becomes the property of the supplier but storage of such materials on site will not be permitted except for the duration of the contract. Personal property of third persons or occupants of buildings on the site shall not become the property of the supplier.

As appropriate, suppliers are encouraged to recycle/reuse salvage materials rather than depositing them in a landfill. Regardless, all applicable hazardous materials requirements must be met.

25. Section 3 of the HUD Act of 1968

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

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

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

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

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

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

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

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

26. **Security**

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

27. **Site Examination**

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

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

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

28. **Smoking Policy**

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

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

HUD definitions include:

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

The term includes any such device, whether manufactured, distributed, marketed or sold as an e-

cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.

- ✓ Property means all MHA owned buildings, parking lots, streets, structures and land. Should supplier staff be observed violating these requirements, MHA's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences; MHA may ask the supplier to not send the employee to owner's property. Repeated offenses may result in forfeiture of your awarded "contract."

29. Storm Water and Street Ordinances

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

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. Additional information about NPDES, BMPs and the Stormwater Management Plan at <https://www.murfreesborotn.gov/288/Stormwater>
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Murfreesboro Storm Water and Street Ordinances. The supplier will be charged costs MHA's incurs to install structural drainage controls or remedy a Notice of Violation. MHA shall also charge a \$50 fee per violation for related administrative costs.
- f. MHA will prepare, submit and pay the permitting fees. Upon award, the successful supplier will be required to sign onto the permit and be responsible for implementing and maintaining all erosion control measures as required on the SWPPP.

30. Subcontractors

Subcontractors must:

- a. Be approved by MHA prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Comply with the federal Davis Bacon requirements and submit certified payrolls.
- d. Not be on HUD's Debarment List.
- e. Not be changed without owner's permission.

f. And be properly licensed.

31. Time for Completion

Supplier will achieve final completion of the entire project to include construction of 44 homes/76 units, infrastructure, streets, street trees, site lighting, parking courts, landscaping and open/green spaces as indicated on the Oakland Court Phase 1 plans and specifications by McCarty Holsaple McCarty within 15 months from the date of the Notice to Proceed. Upon award, the successful supplier will work with owners to develop a schedule that is satisfactory to owners.

32. Wage Compliance

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

- Submit certified payrolls showing compliance with the Davis Bacon requirements herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- Must pay its employees at least weekly pursuant to the Davis Bacon determination listed herein.
- Will display all pages of Wage Posters, in a “prominent spot” at the job site. These are available from the Procurement Division.
- Will allow MHA to conduct on-site Davis Bacon interviews of the supplier’s employees. MHA will use HUD forms and record the information.
- Classify employees by the applicable Davis Bacon classification. Classifications are determined by the work performed and the tools used-not on titles.
- Additional information on the Federal Davis Bacon Wage Requirements can be found at https://beta.sam.gov/wage-determination/TN20200021/0?index=wd&is_active=true&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Residential&state=TN&county=14764&page=1

b. General Decision Information

General Decision Number	TN20200021
Date	01-03-2020
State	Tennessee
Construction Types	Residential
Counties	Rutherford County in Tennessee
Residential	Residential Construction Projects (consisting of single-family homes and apartments up to and including 4 stories.
Modification Number	0

c. Classifications and rates:

Classifications and Rates	Rate	Fringe 1
Bricklayer	\$12.72	\$0.00
Carpenter Including Cabinet Installation	\$17.26	\$1.83
Cement Mason/Concrete Finisher	\$16.00	\$0.00
Electrician	\$16.63	\$0.51
Laborer: Common or General	\$9.00	\$0.00
Laborer: Landscape	\$10.00	\$0.30
Operator: Backhoe	\$13.17	\$0.00
Plumber	\$17.50	\$0.00
Roofer: Including Shake and Shingle	\$10.25	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

d. Suppliers may not “use a classification” because there is not one listed that exactly identifies the work performed. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). To request an additional classification:

1. Write a brief letter to MHA (upon award) stating the title needed and the proposed pay rate. Indicate that the employees agree with the rate and are in agreement with the rate. The rate must bear a reasonable resemblance to other rates on the classification.
2. If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Supplier who then sends a cover letter to MHA officially requesting the classification.
3. MHA will review the request and forward it to HUD and officially request it or MHA will suggest that the supplier revise the request.
4. HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
5. The Department of Labor will either approve the request or recommend a different minimum rate.
6. HUD will notify MHA of the decision.
7. Should either HUD or the Department of Labor require a higher minimum rate, MHA will notify the supplier. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.

e. These requirements apply to all subcontractors that are used by the successful supplier.

f. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it

will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid. In all cases however, MHA is required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements MHA may have made.

34. **Weather**

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

a. **Extensions of Contract Time**

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

b. **Standard Baseline for Average Climatic Range**

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

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

c. **Adverse Weather and Weather Delay Days**

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:

- a. Precipitation (rain, snow or ice) in excess of one-tenth inch (0.10") liquid measure.
- b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
- c. Standing snow in excess of one inch (1.00").

2. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all 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 MHA.

3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the supplier's scheduled workday, including a weekend day or holiday if the supplier has scheduled construction activity that day.

d. Documentation and Submittals

1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the MHA at the beginning of the project.
3. Maintain a rain gauge, thermometer and clock at the jobsite. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
5. Organize claim documentation on calendar month periods and submit in accordance with the procedures for claims established by the MHA.

e. Approval by MHA

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

35. Special Provisions

- a. Where any information or direction in this document conflicts with the City of Murfreesboro's Street Design Specifications, the City of Murfreesboro's Street Design Specifications shall govern.
- b. Where any information or direction in this document conflicts with the Murfreesboro Water Resource Department's Water Line Specifications and Drawings and Sewer Line Specifications and Drawings, the Murfreesboro Water Resource Department's Water Line Specifications and Drawings and Sewer Line Specifications and Drawings shall govern.
- c. The Contractor shall immediately notify the Engineer of any discrepancies between these plans (or anything associated with the plans, e.g. cut sheets) and the field conditions found prior to or during construction.
- d. Apparent errors, discrepancies, or omissions on the construction plans (or anything associated with these plans, e.g. cut sheets) shall be brought to the attention of the Engineer immediately after being discovered. The contractor may not use apparent error, discrepancies, or omissions for additional charges. The Engineer shall be permitted to make corrections and interpretations as may be deemed

necessary for the fulfillment of the intent of the construction plans. Any proposed remediations shall first be reviewed by the Engineer.

36. **Instructions to Bidders**

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Solicitation Document A Envelope Coversheet for Construction Services of Oakland Court Phase 1



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

Bid Due Date/Time			
State of Tennessee Supplier's License Holder Name			
State of Tennessee Supplier's License Number			
Pertinent State of Tennessee Supplier's License Classification			
State of Tennessee Supplier's License Expiration Date			
Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Supplier's License		State of Tennessee Supplier License Number	
State of Tennessee Supplier License Classification(s)		Expiration Date of State Supplier's License	
HVAC Subcontractor Name on the State of Tennessee's Supplier's License		State of Tennessee Supplier License Number	
State of Tennessee Supplier License Classification(s)		Expiration Date of State Supplier's License	
Masonry Subcontractor Name on the State of Tennessee's Supplier's License		State of Tennessee Supplier License Number	
State of Tennessee Supplier License Classification(s)		Expiration Date of State Supplier's License	
Plumbing Subcontractor Name on the State of Tennessee's Supplier's License		State of Tennessee Supplier License Number	
State of Tennessee Supplier License Classification(s)		Expiration Date of State Supplier's License	

Advisements:

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

Oakland Court Phase 1 Construction
Solicitation Document B General Information and Cost

General Information about the Supplier

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

Addenda

Addenda are at www.mha-tn.org

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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Statistical Information (Check all the apply)

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

Prompt Payment Discount

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

Insurance

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

Oakland Court Phase 1 Construction
Solicitation Document B General Information and Cost

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

Cost Information	
Oakland Court Phase 1 Construction Total Project Cost	\$

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

Iran Divestment Act:

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

Non-Collusion:

- 10. Neither the said supplier nor any of its officers, partners, MHA, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against MHA or any person interested in the proposed award or agreement.
- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, MHA, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies:

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

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to owner’s staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

Oakland Court Phase 1 Construction
Solicitation Document D HUD Form 5369-A (continued)

(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 --

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.

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.

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)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

9. Certification of Eligibility Under the Davis-Bacon Act

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

Oakland Court Phase 1 Construction
Solicitation Document E Good Faith Compliance Affidavit

The supplier must demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB).

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

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

Company Name	Person	Product/Service	MOB	WOB

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

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

**Oakland Court Phase 1 Construction
Solicitation Document F Form of Commitment: Minority Owned Business/Woman Owned Business**

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

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

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

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

Supplier Name	M O B	W O B	Contact Person	Type of Supplies to be Provided	Type of Work to be Performed	Dollar Value of Supplies or Service

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

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

Company Name	Person	Product/Service	MOB	WOB

Explain why each of the above companies could not be used to provide the needed products or services.

Company Name	Reason

Above information submitted by _____

Printed/Typed Name and Title: _____