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REQUEST FOR PROPOSALS

Advent Community Development Corporation will receive proposals for the *Advent NSP-2 Redevelopment-New Single Family Home Construction* as detailed in the conditions and specifications listed herein.

Advertisement Date: September 15, 2016

Proposals will be received until: September 29, 2016 at 12 noon

Late proposals will not be considered nor returned.

Deliver Proposals to: **Advent Community Development Corporation**
(Do not fax or email) 101 Penny Avenue
Columbia, Tennessee 38401
Attn: Columbia NSP-2 New Construction RFP

Questions: Submit questions to Conitha Howell at conitha@chrc-tn.org or to the address shown above at least seven (7) days before final submission date.

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Special Instructions to Respondents

1. **BACKGROUND AND INTENT**

Advent Community Development, a Tennessee not-for-profit corporation, working with Columbia Housing and Redevelopment Corporation, is the developer working on behalf of the City of Columbia to fulfill the requirements of the NSP1 Grant program income agreement. This project will assist to stabilize and revitalize neighborhoods that the Department of Housing and Urban Development (HUD) and the City of Columbia have targeted as areas of significant need. The specific activities of this proposal include new construction of affordable housing.

Under the American Recovery and Reinvestment Act, Congress established the Neighborhood Stabilization Program (NSP1) to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. NSP1 provides grants to states, local governments, nonprofits and a consortium of public and or private nonprofit entities on a competitive basis.

ACDC is seeking proposals for the design and construction of affordable housing to serve individuals at or below 80% of the Maury County Area Median Income. The newly constructed housing will be on vacant or lots with dilapidated structures that must be demolished prior to construction. All of the proposed lots are located in the East Columbia and Macedonia areas of Columbia. See attached map and property listing.

ACDC anticipates needing approximately one to three houses constructed at this time. However, ACDC reserves the right, upon the agreement of the vendor, to purchase additional units under the same terms and conditions as detailed herein.

Please submit the required information in the RFP as it relates to the design, quality, and professional construction of affordable housing as provided by your company.

2. **BONDS**

Bid, payment and performance bonds are required if the proposal exceeds \$100,000 in value. Bonding requirements include:

- a. A proposal guarantee from each proposer equivalent to five (5) percent of the bid price; and
- b. One of the following (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. **BUILDING DRAWINGS**

Provide sample drawings of the proposed housing and specifications of all material and fixtures.

4. **CODES**

All work shall be conducted in complete accord with all requirements of all authorities having jurisdiction.

5. **ENTRANCE TO ACDC SITES**

Only authorized employees of the successful proposer are allowed on the premises of ACDC. Proposer's 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 proposer.

6. **IDENTIFICATION**

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

7. **INSURANCE**

Certificates of insurance must be attached to this proposal or on file with ACDC, which show that the respondent carries at least the following minimum level of insurance:

- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.
- b. General Liability coverage with bodily injury and property damage limits of not less than \$700,000 per occurrence, \$300,000 per single person and \$100,000 property coverage.
- c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$700,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by ACDC.
- d. Upon award, ACDC must be added as an additional insured as respects to this Contract.
- e. A 30-day cancellation notice must be provided.

8. **LIQUIDATED DAMAGES**

Under the resulting contract, liquidated damages shall be \$100.00 per day for each day beyond the scheduled completion date shown on the resulting contract.

9. **MAP OF THE INSTALLATION AREA**

A map of the area of Columbia identifying the specific sites on which these units may be built is attached as Appendix B.

10. **MATERIAL/LABOR QUALITY**

Unless otherwise specified all materials must be of a residential grade or better.

11. **METHOD OF EVALUATION**

ACDC will evaluate each proposal based upon a weighted evaluation system. Each category listed on the solicitation will be evaluated and assigned a total score. The categories and points assigned for each category are:

PRICING

25 POINTS

Base purchase cost of modular unit

Cost for total setup

Cost of options

PAST EXPERIENCE AND REFERENCES

10 POINTS

Positive or negative past experiences and references will be evaluated.
This includes reference checks from your listed references.

DELIVERY 10 POINTS

Guaranteed delivery of house to meet ACDC timeline.
Speed and ease of obtaining the approval of State and local authorities for construction. Previously approved plans meeting City of Columbia government requirements will be given preference.

DESIGN/BUILD CAPABILITY 25 POINTS

Ability to provide various housing designs and the ability to build on the properties of various dimensions as identified within this RFP.

QUALITY OF PRODUCT 20 POINTS

How well the product meets all areas of the specification.
Estimated life expectancy of units.
The overall quality level of the unit.

ENERGY EFFICIENCY OF UNIT/GREEN BUILDING PROCESS 10 POINTS

Proposers are advised that these criteria are edified by all of the criteria contained or asked for herein. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the solicitation, will be utilized in the final award decision. References will be reviewed/contacted by ACDC.

12. **PAYMENT OF FEES (TAXES)**

The proposer shall be responsible for the payment of any and all fees, sales, use and other taxes or any other charges by the State of Tennessee or other authorities having jurisdiction.

13. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held in conjunction with the advertisement of this RFP. However, a respondent may present any questions regarding this solicitation using the process outline within this document.

14. **PRICING**

Vendors shall quote a firm fixed price for each of the housing floor plans submitted in the proposal.

15. **REQUIREMENTS CONTRACT**

Any agreement resulting from this solicitation will be an "open-end" type of agreement and there is no guarantee that any additional units will be required by ACDC or provided by the proposer.

It is understood that ACDC will make every effort to use the successful bidder exclusively, but that ACDC reserves the right to purchase these services elsewhere if it is in ACDC's best interest.

16. **REMOVAL OF RESPONDENT'S EMPLOYEES**

The successful respondent agrees to utilize only experienced responsible and capable people in the performance of the work. ACDC may require that the successful respondent remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of ACDC.

17. **REPRESENTATIONS**

The respondent 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 so 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 such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
 - d. 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.

18. **RESPONSIBILITIES**

At his/her own expense, the respondent shall:

- a. Obtain all necessary licenses and permits.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of ACDC, tenants or other contractors.
- f. The respondent shall be responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, et cetera caused by the respondent's operations.
- g. The respondent shall be responsible for maintaining a clean work site, removing debris, and disposing of it properly at the respondent's expense. Upon completion and before making application for acceptance of the work, the respondent shall clean the work area of all rubbish, temporary structures and equipment.

19. **SAFETY AND PROTECTION**

- a. The respondent shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- b. The respondent 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.
- c. The respondent 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.
- d. The flow of vehicular traffic shall not be impeded at any time during the project.
- e. The safety of the public is of prime concern to ACDC and all costs associated are the responsibility of the respondent.
- f. The respondent is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and with the requirements of any other Regulatory Agency.
- g. The successful vendor will 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.
- h. All buildings, appurtenances and furnishings shall be protected by the respondent from damage, which might be done or caused by work performed under this contract.
- i. 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 respondent.

20. **SITE EXAMINATION**

- a. The respondent is encouraged to visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The respondent shall make such

investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

- b. The failure or omission of the respondent to receive or examine or document or any part of the specifications, or to visit the sites 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 respondent of any obligation to perform as specified herein. Respondent understands the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

21. **WAGE COMPLIANCE (DAVIS BACON WAGE RATES) – see Appendix A**

Davis Bacon Wage Requirements will apply to this response. This means:

- a. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful responder’s employees will have to be paid weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters will have to be displayed at the job site. These are available from the Purchasing Division upon contract execution.
- d. ACDC personnel will conduct on-site interviews with your employees to ascertain that Davis Bacon provisions are being followed. ACDC will use HUD forms and record the information.

22. **WEATHER**

a. **EXTENSIONS OF CONTRACT TIME**

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

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

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

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

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

- 1. Adverse weather is defined as the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:
 - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10”) liquid measure.
 - b. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
 - c. Standing snow in excess of one inch (1.00”).
- 2. Adverse weather may include, if appropriate, “dry-out” or “mud” days when all of the following are met:
 - a. For rain above the Standard Baseline.

- b. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings.
- c. At a rate no greater than one make-up day for each day or consecutive days or rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the owner.
- 3. A weather delay day may be counted only if adverse weather prevents work on the project for fifty (50) percent or more of the contractor's scheduled work day, including a weekend day or holiday if the contractor has scheduled construction activity that day.
- d. **DOCUMENTATION AND SUBMITTALS**
 - 1. Submit Daily Jobsite Work Log showing which and to what extent activities have been affected by weather on a monthly basis.
 - 2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the owner at the beginning of the project.
 - 3. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.
 - 4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
 - 5. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by the owner.
- e. **APPROVAL BY OWNER**
 - 1. If the extension of the contract time is appropriate, it shall be affected in accordance with the provisions of this solicitation.
 - 2. Extra costs will not be incurred by the owner for any extra time increase to the contract.

Scope of Work

1. **General Comments**

ACDC wants a proposal for new site built or modular single family house with the following specifications.

House configurations:	
Bedroom	3
Dining Room	1
Living Room	1
Kitchen	1
Laundry Room	1
Porch	1
Bathroom	2

2. **BATHS**

- a. Linen cabinets.
- b. Fixtures: Toilets, Sink, Vanities, Shower/Tubs.

3. **BUILDING CODES**

All construction shall be in accordance with 2006 IRC and 2008 NEC with Tennessee Amendments, or the applicable code that is current at the time of order. Construction must be approved by the authority having jurisdiction and engineered prints stamped by a licensed Tennessee engineer.

- a. The successful vendor will be required to provide multiple copies of engineered prints stamped by a licensed Tennessee engineer.
- b. The vendor shall acquire approval for the utilization of this structure through all governing

authorities having jurisdiction for Maury County, Tennessee.

- c. The vendor will arrange for the approval by local authorities of the site plan, foundations, et cetera by others, in accordance with plans provided by the successful vendor.

4. **CABINETS**

- a. Overhead Cabinets:
 - 30" tall
 - Stained Oak Fronts
 - Flat Panel Oak Doors
 - Hidden Hinge
 - Two Adjustable Shelves
- b. Base Cabinets:
 - 35" Tall
 - Stained Oak Fronts
 - Drawers Over Doors
 - Self-Closing Side Mount Drawer Guides
 - Flat Panel Oak Doors
 - Oak Drawer Front
 - Fixed Depth Shelf
 - Hidden Hinges

5. **FLOOR COVERING**

- a. Use a minimum of a twenty-five (25) ounce carpet in the Living Room, Hallways and Bedrooms.
- b. Rolled vinyl in Kitchen, Baths and Utility.

6. **DELIVERY**

All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the contract. Delivery shall be made at the specified location within the shortest timeframe possible.

7. **DESCRIPTIVE LITERATURE**

Each bidder is required to furnish, with the bid, the following information:

- a. (5) Floor plan drawings of prospective housing (ranging from 1,000-1,600 sq. ft)
- b. Class B information concerning the wall coverings
- c. Detailed specifications
- d. Door specifications (both interior and exterior)
- e. Flame spread certification of interior components.
- f. Catalog cuts
- g. HVAC specifications
- h. Illustrations
- i. Plumbing specifications
- j. Window specifications (i.e. factory specifications)

The purpose of this information is to provide ACDC with information as to the design, materials and method of manufacture, construction, assembly or operation of the components of the unit. FAILURE TO SUBMIT THIS LITERATURE IS CAUSE FOR BID REJECTION.

Make sure that each document is labeled with one of the titles above as well as the vendor's name,

A CD of this information is acceptable in lieu of printed information.

8. **EXTERIOR DOORS:**

- a. 6-Panel steel insulated front and rear doors
- b. Size to be 3'-0", 6'-8"

- c. Metal wrapped exterior jamb
- d. Storm doors to be included

9. **INTERIOR DOORS:**

- a. Masonite 6-panel hollow core doors 1-3/8"
- b. 3 Mortised hinges per door
- c. Privacy locks on Bedrooms and Baths
- d. Sizes to be: Bedrooms 3'0, " Baths and Closets a minimum of 2'-8"
- e. Door jamb and casing to be solid wood, painted, no MDF

10. **TRIM**

- a. Window and door jambs to be solid wood, painted white
- b. Window and door casing to be solid wood, painted white
- c. Base board to be 3" solid wood, painted white
- d. Crown molding minimum 3" solid wood, painted white (living room only)

11. **ELECTRICAL FIXTURES**

- a. All components must be U. L. approved.
- b. All components must meet the 2004 NEC.
- c. Living Room and Bedroom ceiling fans to be a close to ceiling model with a minimum of 42" blades with light kit.
- d. Telephone Jacks in Living Room and all Bedrooms
- e. Cable television jacks in Living Room and all Bedrooms
- f. Telephone and Cable TV wiring to terminate at meter base
- g. Can lights in Kitchen and over Bar

12. **EXTERIOR**

- a. Windows to be white
- b. Door color to match shutter color (to be select by ACDC)
- c. Fascia and soffit to be white
- d. Minimum .040" thick vinyl siding
- e. Corner post to match vinyl siding color
- f. Pre-cast concrete steps at back door

13. **FLOOR FRAMING**

- a. Joist 2x10 SYP#2 16"O.C.
- b. Sub-flooring: 3/4" tongue and groove, Advantek

14. **FRAMING**

- a. Partitions: Minimum 2 x 4 SPF #2 16" O.C. 8' tall
- b. Exterior Walls: Minimum 2 x 4 SPF#2 16" O.C. 8' tall
- c. Exterior sheathing: 7/16 OSB with house wrap

15. **HVAC**

- a. Duct system in crawlspace engineered per plan
- b. Wire and disconnect for airhandler
- c. Minimum 13 Seer package unit, sized per engineered prints

16. **GUTTERS**

Each unit shall have gutters, splash blocks and down spouts on the front and back. The gutters and downspouts shall be installed by the vendor in accordance with all applicable codes.

17. **INSULATION**
 - a. Floor: R-19 fiberglass batt or foundation insulation
 - b. Walls: R-13 fiberglass batt
 - c. Roof: R-30 blown cellulose

18. **KITCHEN**
 - a. 18 cubic foot frost free, white, refrigerator/freezer with icemaker, Energy Star
 - b. 30" Electric range with self cleaning oven. Range hood with fan To be white.
 - c. 10' Base cabinets with bar
 - d. Countertops shall not exceed thirty-four inches in height.
 - e. Four inch ceramic backsplash.
 - g. Energy Star Dishwasher, white.

19. **PLUMBING FIXTURES**
 - a. SCH 40 PVC drain lines
 - b. PEX supply lines with brass fittings
 - c. Brass seated faucets and fixtures

20. **PORCH**
 - a. 6' Long
 - b. Concrete
 - c. Aluminum rails for front porch; Treated wood for back porch, if needed
 - d. Concrete or brick steps with handrail to sidewalk
 - e. Shingles, fascia, soffit, rails and columns to match home

21. **ROOF**
 - a. Weatherwood 30 year architectural shingles
 - b. 6/12 roof pitch
 - c. 24" O.G. engineered trusses
 - d. 7/16" OSB shingles
 - e. Minimum #15 felt paper underlayment

22. **SHUTTERS**

On Front windows, to match door color

23. **SMOKE DETECTORS**

Smoke detectors shall be provided and they shall meet the requirements of all authorities having jurisdiction.

24. **WALLS/CEILINGS**
 - a. Walls – ½" Finished sheetrock, painted
 - b. Ceilings – ½" Finished sheetrock, painted

25. **WATER HEATERS**

Energy Star high efficiency 40 gallon

26. **WINDOWS**
 - a. Single hung vinyl insulated with grids
 - b. Must be Low E Energy Star rated

27. **WIRING/OUTLETS/SWITCHES**
 - a. Wiring to be nonmetallic cable
 - b. All copper wiring - no aluminum
 - c. Minimum 12-2 wire - no 14 gauge allowed
 - d. Switches to be residential toggle type. No self contained

- e. Outlets to be residential duplex type. No self contained
- f. All switch and outlet boxes to be nail-on. No pop-in boxes.

28. **WARRANTY**

- a. Vendor to provide a thirty (30) day cosmetic warranty
- b. Vendor to provide a one (1) year structural/mechanical warranty

29. **LANDSCAPING, SIDEWALK AND DRIVEWAY**

- a. Landscaping shall include grading, seed, and straw.
- b. 30” Cement sidewalk cost per running foot
- c. 10’ Cement driveway cost per running foot

30. **VENDOR’S SITE RESPONSIBILITIES**

The Vendor shall be responsible for:

- a. Having the site completely ready for the delivery.
- b. Having concrete footer (with a city inspection letter).
- c. Having a permanent foundation (with a city inspection letter),
Minimum 4 block tall, split faced block foundation, color to be approved by ACDC.
- d. Complete set up and finish of the exterior and interior of the home.
- e. Complete hookup of all utilities.
- f. Building permits.
- i. Tie together the sewage disposal connections.

General Instructions to Proposers
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1. **ACCEPTANCE**

Respondents shall hold their price firm and subject to acceptance by ACDC for ninety (90) working days from the date of the response opening unless otherwise noted in their response.

2. **AFFIDAVITS AND SUBMITTALS**

- a. **ELIGIBILITY & NON-COLLUSION AFFIDAVIT:** As a part of the response documents, the responder shall execute and deliver affidavits of Eligibility and Non-Collusion on the attached form.
- b. **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (HUD Form 5369A):** Respondents must submit a completed HUD Form 5369A. Respondents are requested to pay special attention to paragraphs 1, 2, 4, 7 and 13 as they require signatures, initials or checkmarks. Paragraphs 8 and 12 are not applicable to this solicitation.

3. **ALTERATIONS OR AMENDMENTS**

Alterations, amendments, changes, modifications or additions to this contract shall not be binding on ACDC without prior written approval.

4. **ASSIGNMENT/SUBCONTRACTING**

The respondent shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of ACDC. ACDC may terminate the subsequent contract if assignment or subcontracting is done without approval.

5. **AWARD/ REJECTION OF RESPONSES**

An award will be made to the responsible respondent complying with the conditions of the solicitation based on the response that receives the highest rating and is in the best interest of ACDC. The responder selected will be notified at the earliest practicable date. ACDC, however, reserves the right to reject any and all responses and to waive any informality in the responses received whenever ACDC determines that

such rejection or waiver is in ACDC's best interest.

- a. ACDC is prohibited from making any awards to responders or accepting as responders or subcontractors any individuals or firms which are on lists of responders ineligible to receive awards from the United States as furnished from time to time by HUD.
- b. ACDC also reserves the right to reject responses from any respondent who has previously failed to perform properly or to complete work or contracts of a similar nature on time; who is not in a position to perform the work; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to other respondents, subcontractors, or employees.
- c. Award will be based on Best Value. Best value means more than low cost. It includes cost, service quality, ability to produce product within timeframe, and other factors detailed herein.

6. **AWARD PROCESS**

After responses are opened, evaluation will be based upon the evaluation criteria described herein. The Purchasing Division along with departmental representatives will evaluate the responses. A purchase order or contract will be formulated. If the award exceeds \$50,000 in value, approval of the ACDC Board will be required. Such approval will be obtained at the next regularly scheduled Board meeting.

7. **BOOKS AND RECORDS**

The responder shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years (and as required by Federal law and/or regulations) from the date of the final payment under this agreement. This shall be for inspection by ACDC or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof. Copies of said records will be furnished by the responder if requested. Such records shall include those books, documents and accounting records that represent the responder's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

8. **COMPLIANCE WITH ALL LAWS**

The respondent is assumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION**

- a. The responder agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the responder in furtherance of this contract shall be the property of ACDC. The responder shall take such action as is necessary under law to preserve such property rights of ACDC while such property is within the control and/or custody of the responder. By this contract, the responder specifically waives and/or releases to ACDC any cognizable property right of the responder to copyright, license, patent or otherwise uses such information, data, findings, recommendations, responses, et cetera.
- b. The respondent understands and agrees that data, materials, and information disclosed to responder may contain confidential and protected data. Therefore, the respondent promises and assures that data, material, and information gathered, based upon or disclosed to the respondent for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the ACDC.

10. **CONTACT POLICY**

Contact is not permitted between respondent and anyone other than the ACDC contacts listed from the

issuance of this solicitation until an award is finalized. Information obtained from an unauthorized officer, agent, or employee of the ACDC or CHRC, or any other person shall not affect the risks or obligations assumed by the responder or relieve him from fulfilling any of the conditions of the contract for the purpose of this project. Additionally such contact can disqualify the responder from participation in the solicitation process.

11. **DEBRIEFING**

If desired by one or more responders, ACDC staff will conduct a debriefing meeting to discuss why a particular award decision was made. If you are interested in such a meeting, please contact the ACDC contacts listed.

12. **DEFAULT**

If the responder fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, ACDC may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. ACDC expressly retains all its rights and remedies provided by law in case of such breach, and no action by ACDC shall constitute a waiver of any such rights or remedies.

In the event of termination for default, ACDC reserves the right to purchase its requirements elsewhere, with or without competitive bidding, as circumstances dictate, subject to applicable rules and regulations.

Should responder default be due to a failure to perform or because of a request for a price increase, ACDC reserves the right to remove the responder from its responders list for twenty-four months.

13. **DISQUALIFICATION OF BIDDERS**

In addition to all other terms and provisions of these response documents, responders may be disqualified and their responses not considered if:

- a. The responder fails to complete the response documents; or
- b. More than one response is submitted by the same person or a group of persons acting together under the same or different names; or
- c. It is evident in the opinion of ACDC that a responder is not capable of performing the work in accordance with the requirements of the response documents; or
- d. Any other provision of law makes the response or the performance of the work by the responder illegal.

14. **EXECUTION OF AGREEMENT**

Subsequent to the receipt and evaluation of responses and award by the ACDC Board (if appropriate), an agreement will be entered into with the successful responder subject to all terms and conditions of this response.

15. **EXPENSES INCURRED**

All expenses incurred in the preparation and submission in response to this solicitation shall be borne by the responder.

16. **GOVERNING LAW**

This contract shall be governed by the laws of the State of Tennessee (and all applicable Federal statutes and standards including HUD regulations) and all obligations of the parties are performable in Maury County, Tennessee. The Chancery Court and/or the Circuit Court of Maury County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

17. **INCORPORATION**

All specifications, drawings, technical information, request for responses, response, award and similar items referred to, or attached, or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

18. **INDEMNIFICATION/HOLD HARMLESS**

The responder shall indemnify, defend, save and hold harmless ACDC, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Bidder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of respondent, its subcontractors, suppliers, agents or employees.

19. **INDEPENDENT CONTRACTOR**

The responder shall acknowledge that it and its employees serve as independent contractors and that ACDC shall not be responsible for any payment, insurance or incurred liability.

20. **INTEREST OR MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYERS**

No member, officer or employee of ACDC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which ACDC was activated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in this contract, agreement or purchase order or the proceeds thereof.

21. **INTERPRETATIONS**

ACDC shall not be responsible for any oral interpretation made to the meaning of the specifications. Every request for an interpretation shall be made in writing, and any inquiry received ten or more days prior to the date fixed for receiving proposals will be given consideration. Such requests must be submitted by the close of ACDC's business day. Official interpretations will be in the form of addenda which will be on file at the ACDC offices at least seven days before proposals are received. In addition, an attempt will be made to transmit addenda to each respondent; but it shall be the respondent's responsibility to make inquiry as to addenda issued.

All such addenda shall become a part of the contract and all respondent shall be bound by such addenda whether or not received by the responder.

Respondent shall acknowledge receipt of any addenda to this solicitation by noting the addenda number and date issued on "Solicitation Response Section." Failure to list any addenda as received may result in the rejection of the response but a responder shall not be relieved of responsibility for its response by failing to list addenda that have been issued. ACDC shall not be bound by any oral representation or discussion concerning the response documents or work unless such oral representation or discussion is confirmed in writing as a contract addenda.

22. **INVOICING**

Mail all purchase order invoices, or original pay requests for construction type contracts to:

Advent Community Development Corporation
Attn: Conitha Howell
101 Penny Avenue
Post Office Box 115
Columbia, Tennessee 38402-0115

23. **LIMITATION OF LIABILITY**

In no event shall ACDC be liable for any indirect, incidental, consequential, special or exemplary damages

or lost profits, even if ACDC has been advised of the possibility of such damages.

24. **MINORITY AND WOMEN-OWNED BUSINESSES**

In order to assist the responder in complying with HUD-5370 Section 38 you are directed to these sites that list small, women-owned (WOB) and minority-owned (MOB) businesses.

State of Tennessee: <http://www.tennessee.gov/businessopp/certdivcomp.pdf>

Hispanic Chamber of Commerce: <http://www.hccet.org/businesses/?PHPSESSID=c8dfc5b1419977db72dd8d67290d679f>

Tennessee Minority Supplier Development Council: <http://www.tmsdc.net/>

Respondent are strongly encouraged to use the information on these web sites and then, as appropriate, obtain quotes from MOB and WOB for work to be accomplished on this contract.

25. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT**

The responder agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of the respondent. The responder shall upon request show proof of such non-discrimination and shall post it in a conspicuous place available to all employees and applicants notices of non-discrimination. The responder covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. The responder covenants that it does not engage in any illegal employment practices.

The responder covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. The responder warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of ACDC as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to responder in connection with any goods provided or work contemplated or performed relative to the agreement.

26. **NO RESPONSE**

If responder decides not to submit a response, it is not necessary to mail a document to ACDC stating that a response will not be forthcoming.

27. **ORDER OF PRECEDENCE**

In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Solicitation document, (3) Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

28. **PAYMENT**

Pay requests to be submitted for completed work after satisfactory inspection by ACDC staff. A payment of 30% upon completed footer and foundation, 40% after substantial completion of building, and 30% upon receipt of Certificate of Occupancy will be made within thirty (30) days of submission of invoice.

ACDC normally pays on a net thirty basis. Checks are normally issued on or about the 10th or 25th of each month if invoices are submitted in accordance with all requirements outlined herein.

29. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY**

Respondent must, upon request, furnish satisfactory evidence of their financial and business capability to furnish products or services in accordance with the terms and conditions of this specification. ACDC will make the final determination as to the responder's ability.

30. **PROPRIETARY INFORMATION**

Respondent are cautioned that ACDC operates under Tennessee's Open Record Laws and all information in ACDC's possession is subject to disclosure upon request. This applies whether or not such information is stamped "confidential," "Proprietary" or other similar phrases.

31. **PROTESTS**

A protestor must exhaust all administrative remedies with ACDC before pursuing a protest with any federal agency. The protests shall be in writing outlining the circumstances and data relative to the matter of protest. The written protest is to be submitted to the Executive Director of ACDC during the solicitation period or within forty-eight (48) hours following the deadline for the receipt of proposals. ACDC will consider the protest and seek to resolve the dispute by obtaining staff input and, if needed, consultants and legal counsel. The protestor will be advised as soon as possible in writing as to the action taken.

32. **REJECTION OF RESPONSES**

ACDC reserves the right to reject responses from any and all responders if it is in its own best interest.

33. **REMEDIES**

ACDC shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

34. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective responder to review the entire solicitation packet and to notify the Purchasing Division if the specifications unnecessarily restrict competition or are conflicting or ambiguous. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division with enough time remaining before the opening for an addendum to be issued.

35. **RIGHT TO INSPECT**

ACDC reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

36. **ROYALTIES AND PATENTS**

The respondent hereby guarantees that he/she has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the respondent to pay for all such royalties and costs. The responder shall hold and save the ACDC, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorneys fees, for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against responder or ACDC with respect to responder's ownership and/or authority, ACDC may withhold payment of any sums otherwise required to be paid hereunder.

37. **SECTION 3 OF THE HOUSING & URBAN DEVELOPMENT ACT OF 1968**

All contracts awarded are subject to Section 3 requirements. Contractor will seek to fill any and all positions that are needed and unfilled with residents of ACDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>.

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.

A Section 3 business is one that:

- a. Is at least 51% owned by a Section 3 resident or
- b. Employs Section 3 residents for at least 30% of its employee base or
- c. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

38. **SEVERABILITY**

If any provision of this contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

39. **SIGNING OF BIDS**

When submitting your response, remember that all responses must be signed. Please sign the original in blue ink.

40. **TERMINATION**

- a. ACDC may terminate this agreement, in part or in whole, for its convenience or the failure of the responder to fulfill contractual obligations. ACDC shall terminate by delivering to the responder a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the responder shall:
 1. Immediately discontinue all services affected (unless the notice directs otherwise).
 2. Deliver to ACDC all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
- b. If the termination is for the convenience of ACDC, ACDC shall only be liable for payment for services rendered before the effective date of the termination.
- c. If the termination is due to the failure of the responder to fulfill its obligations under the contract, ACDC may:
 1. Require the responder to deliver any work described in the Notice of Termination.
 2. Take over and prosecute the same to completion by contract or otherwise and the responder shall be liable for any additional cost incurred by ACDC.
 3. Withhold any payments to the responder for purpose of set-off or partial payment, as the case may be, of amounts owed by ACDC to the responder.

In the event of termination for cause, ACDC shall be liable to the responder for reasonable costs incurred by the responder before the effective date of the termination. Any dispute shall be decided by ACDC's Executive Director.

41. **TITLE VI OF THE CIVIL RIGHTS ACT**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) "Nondiscrimination in Federally Assisted Programs" states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

It is the policy of ACDC that all its services and activities be administered in conformance with the requirements of Title VI.

42. **USE OF SOLICITATION FORMS**

- a. Respondents are to complete the response forms contained in the response package. Failure to complete the response forms may result in response rejection.

- b. Respondent documents show the name of the responder, date and time to be received, contract number the response represents and the type of goods or services to be provided. To assist you in completing this information, ACDC may have provided an envelope cover sheet. If so, please use the envelope cover sheet attached hereto.

43. **WAIVER OF INFORMALITIES**

ACDC reserves the right to waive irregularities in the preparation of response forms but shall not be obligated to grant any such waiver.

44. **WITHDRAWAL OF RESPONSES**

Responses may be withdrawn on written request sent by the responder in time for delivery in the normal course of business prior to the time fixed for opening responses. Negligence on the part of the responder in preparing a response confers no right of withdrawal or modifications of a response after it has been opened.

THE PRECEDING PAGES NEED TO BE RETURNED WITH YOUR RESPONSE

C07022 for New Construction SFR

Solicitation Document A	Response Section
--------------------------------	-------------------------

ACDC ITEM/QUESTION	PROPOSER RESPONSE
Authorizing Signature	
Date	
Printed Name and Title	
Company Name	
Street Address	
City, State, Zip	
Contact Person (Please Print Clearly)	
Telephone Number	FAX NUMBER
Responder's e-mail address (Please Print)	
Web Address	
<p>This business qualifies as ___ Women Owned ___ Small Business ___ Minority Owned ___ Section 3</p>	
<p>Please acknowledge addenda have been issued by checking below as appropriate:</p> <p>Addendum 1_____ Addendum 2_____ Addendum 3_____ Addendum 4_____</p>	
<p>Exceptions to Specifications (Indicate the item number)</p> 	
<p>Delivery is guaranteed within _____ days after receipt of purchase order.</p>	
<p>Setup and completion is guaranteed within _____ days after receipt of purchase order</p>	
<p>Total Price per Single Family House (Turnkey project) \$_____</p>	

Solicitation Document B References

Bidders are to submit references on the sheets that are in the document. Bidders are urged to provide references that are relevant to the size of this contract. Bidders need to remember that references account for part of the bid scoring.

NAME OF BUSINESS OR PROJECT: _____

CONTACT NAME: _____

AMOUNT OF CONTRACT: \$ _____ PHONE: _____ FAX: _____

NATURE OF WORK: _____

CONTRACT BEGAN _____ CONTRACT ENDED _____

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____

AMOUNT OF CONTRACT: \$ _____ PHONE: _____ FAX: _____

NATURE OF WORK: _____

CONTRACT BEGAN _____ CONTRACT ENDED _____

NAME OF BUSINESS OR PROJECT: _____

CONTACT NAME: _____

AMOUNT OF CONTRACT: \$ _____ PHONE: _____ FAX: _____

NATURE OF WORK: _____

CONTRACT BEGAN _____ CONTRACT ENDED _____

NAME OF BUSINESS OR PROJECT: _____

CONTACT NAME: _____

AMOUNT OF CONTRACT: \$ _____ PHONE: _____ FAX: _____

NATURE OF WORK: _____

CONTRACT BEGAN _____ CONTRACT ENDED _____

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 ACDC 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 contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of ACDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for ACDC has a direct interest in the responder.

Drug Free Work Place Affidavit

1. The undersigned, principal officer of _____, an employer of five or more employees contracting with Advent Community Development Corporation to provide construction services, hereby states under oath as follows:
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

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

_____ (Name of Bidder)	_____ (Signature of Bidder)
_____ (Title of Bidder)	_____ (Date)

Subscribed and sworn before me this _____ day of _____ 20_____.

My commission expires: _____

Notary Public

Solicitation Document D Good Faith Compliance Affidavit

Project Name: Advent NSP-2 Redevelopment – New Home Construction Contract Number: NSP2-2016

ACDC strives to be inclusive of Minority Owned Businesses (MOB) and Women Owned Businesses (WOB). A list of organizations who can provide bidders with minority and women owned businesses is provided herein. These lists can be useful to the respondent in preparing a response to this solicitation.

If work is being subcontracted, the respondent must demonstrate a good faith effort to utilize MOB/WOB's.

COMPLETE THIS SECTION IF SUBCONTRACTORS WILL BE USED:

The following companies were contacted and asked for pricing for the attached solicitation.

Company Name	Person	Product/Service	MOB	WOB

Provided the above listed companies meet solicitation document requirements and their pricing is competitive it is our intent to use the company/companies listed. Attached hereto or to be provided to ACDC within five calendar days of solicitation opening is our Form of Commitment/Statement of Effort (**failure to submit this form will be cause to reject the bid/proposal.**)

COMPLETE THIS SECTION IF SUBCONTRACTORS WILL NOT BE USED:

MOB/WOB's were not contacted because sub-contractors or suppliers will not be needed to complete the contract and all work will be completed by the respondent.

Other MOB/WOBs not shown above will be considered during the duration of the contract in the event the respondent decides additional subcontractors or suppliers 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 E Form of Commitment: MBE/WBE Utilization

Project Name: Advent NSP-2 Redevelopment – New Home Construction Contract Number: NSP2-2016

Complete this form if subcontractors will be used to fulfill this contract.

SECTION ONE						
<input type="checkbox"/> The following MOB/WOB Utilization on this project is certified:						
Name of Firm	MOB	WOB	Contact Person	Type of Supplies to be Provided	Type of Work to be Performed	Dollar Value of Supplies or Services

Please enter one of these classifications in either the MOB or WOB column above:

(AA- African American), (NA- Native American), (HA-Hispanic American) (ASA-Asian American) or (O-Other).

The undersigned has or will enter into a formal agreement with the Minority/Women Business Enterprise for work listed in this schedule.

-OR-

SECTION TWO STATEMENT OF EFFORT					
<input type="checkbox"/> The following companies were listed on the Good Faith Compliance Affidavit submitted with the bid by the respondent. However, they could not be used to provide the goods or services quoted. Specific reasons are listed below.					
Company	MOB	WOB	Contact Person	Product/Service Quoted	Reason for Non Use

Signed _____

Title _____

Solicitation Document F Envelope Cover Sheet

CAUTION!!

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



Advent Community Development Corporation
 101 Penny Avenue
 Columbia, Tennessee 38401

PART I

ALL RESPONDENTS MUST COMPLETE THIS FORM AS REQUIRED

PROJECT NAME: Advent NSP-2 Redevelopment-New Single Family Home Construction
 CONTRACT NUMBER: NSP2 - 2016
 PROPOSALS DUE: 12:00p.m. (local prevailing time) September 29, 2016
 LOCATION: Columbia Housing and Redevelopment Corporation, 101 Penny Ave, Columbia, TN 38401

NAME OF BIDDER: _____

STATE OF TENNESSEE CONTRACTOR'S LICENSE NUMBER OF BIDDER: _____

STATE OF TENNESSEE CONTRACTOR'S LICENSE CLASSIFICATION OF BIDDER: _____

EXPIRATION DATE OF BIDDER'S STATE OF TENNESSEE CONTRACTOR'S LICENSE: _____

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

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

If neither Part II or Part III is applicable, check here _____ "Subcontractors Are Not Being Used on This Project"

PART II Check here ___ if this is applicable.

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

PART III

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

Solicitation Document G HUD Forms

The United States Department of Housing and Urban Development (HUD) requires that you be supplied with certain forms that fully explain the terms and conditions of this solicitation. As noted in Section 3.C, certain HUD forms may apply. You may find these forms at http://www.hudclips.org/sub_nonhud/html/forms.htm . It is the bidder's responsibility to review these forms and to be in compliance with them. Submission of a response to this solicitation is certification that the proposer has read the referenced forms.

The following HUD form, 5369A must be read, completed, signed and returned with your response.

The vendor needs to read the following pages but they do not have to be returned.

Appendix A Davis Bacon Wage Rates

General Decision Number: TN160014 01/08/2016 TN14

Superseded General Decision Number: TN20150014

State: Tennessee

Construction Type: Residential

Counties: Franklin, Humphreys, Maury, Moore and Warren
Counties in Tennessee.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family
homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUTN2009-012 09/10/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER.....	\$ 12.21	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.75	0.00
ELECTRICIAN.....	\$ 13.77	0.00
LABORER: Common or General.....	\$ 8.35	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 12.33	0.00
PAINTER: Brush, Roller, and Spray.....	\$ 9.67	0.00
PLUMBER.....	\$ 13.08	0.00
ROOFER: Shake & Shingle Roof....	\$ 11.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

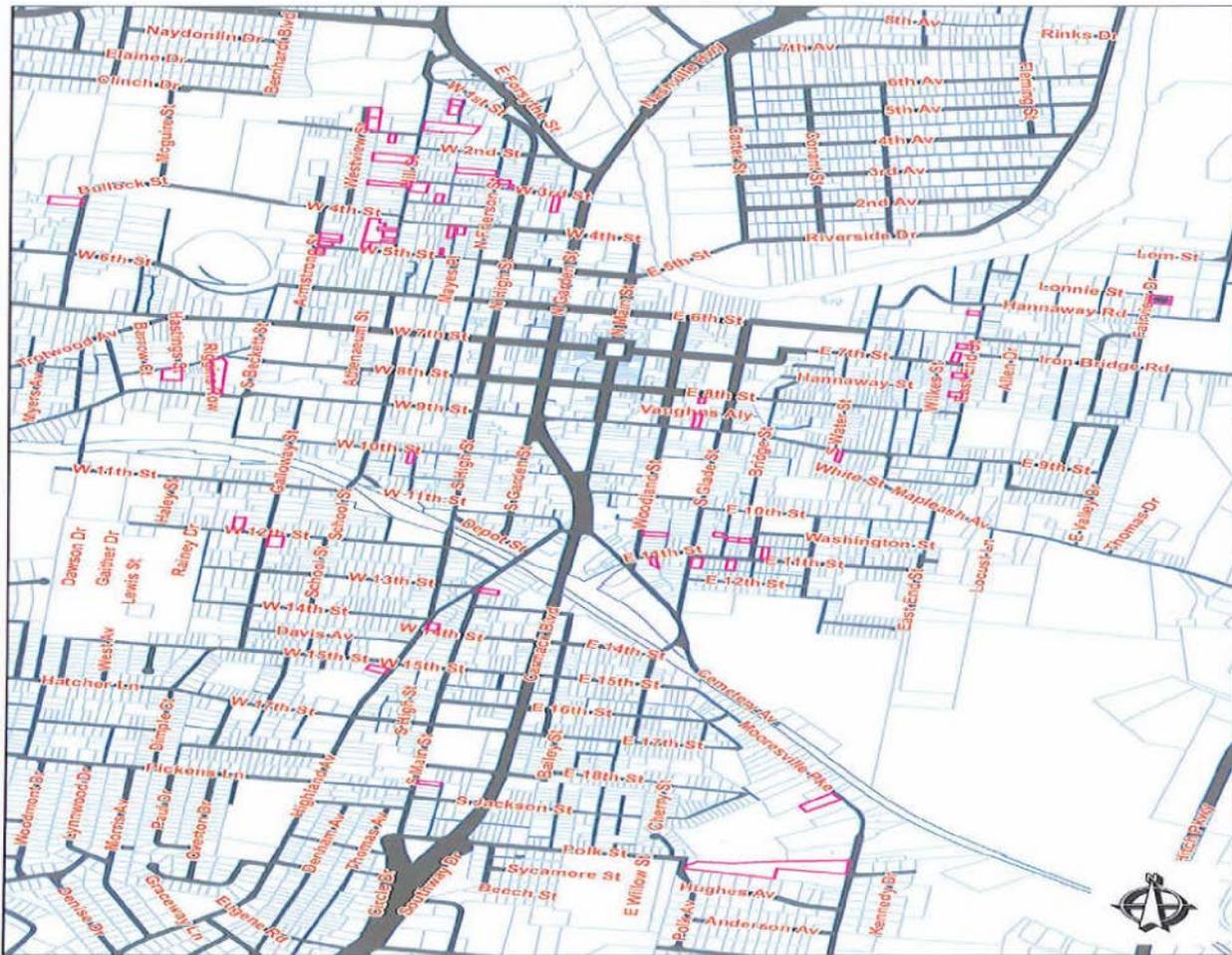
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Appendix B Map



Proposed Sites for New Construction

905 & 907 MAPLEASH AVENUE

503 E. 9TH STREET

415 E. 10TH STREET

607 MIDWAY AVENUE

611 MIDWAY AVENUE

619 MIDWAY AVENUE

AND VARIOUS OTHER AVAILABLE LOTS FOR REDEVELOPMENT
BY ADVENT COMMUNITY DEVELOPMENT CORPORATION &
CITY OF COLUMBIA