



Terry McKee, Procurement Director  
 901 N. Broadway • Knoxville, TN 37917-6699  
 865.403.1133 • Fax 865.594.8858  
[procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org)  
[www.kcdc.org](http://www.kcdc.org)

**Invitation for Sealed Bids**

<b>Solicitation name and number</b>	Tree Trimming Services Q2213
<b>Upload responses by</b>	11:00 a.m. on March 29, 2022 (as KCDC’s clocks show)
<b>Upload your responses (as one document) to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC’s webpage)
<b>Questions about this solicitation</b>	<b>KCDC will not accept questions via telephone.</b> Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on March 22, 2022.
<b>Bid opening</b>	This bid will be “opened” electronically and interested parties may attend via Zoom only. To obtain the Zoom link, email <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> .  The bid tabulation is posted to KCDC’s webpage within four hours of the bid opening time.
<b>Award results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC’s webpage for addenda and changes before submitting your response</b>	



## General Information

### 1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes twenty sites with approximately 3,525 dwelling units.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- c. KCDC contracts its tree trimming services and KCDC intends to use the award resulting from this proposal to provide tree trimming and removal services as needed. As needs arise, the site manager will contact the successful supplier and request tree-trimming and removal services.
- d. KCDC reserves the right to award to up to three suppliers to meet its varied needs. If KCDC awards to multiple suppliers, if costs, supplier expertise, work quality and completion timelines are equal, KCDC staff will try to alternate work between the awarded suppliers.
- e. Any agreement resulting from this solicitation will be an "open-end" type of agreement. There is no guarantee that KCDC will require any specified or minimum level of services or provided by the supplier.
- f. See the Scope of Work section for the technical details

### 2. Changes after Award

It is possible that after award KCDC will need to revise the requirements specified herein. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges. Generally, such changes will not be of a "cardinal" nature.

### 3. Codes and Ordinances

Supplier will perform all work in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

### 4. Contact Policy

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

### 5. COVID-19/Pandemic Special Requirements

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and must follow any applicable federal, state and local guidance.

**6. 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.

**7. Employees**

Supplier will:

- a. 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.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Employee's 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.

**8. Entrance to Sites**

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

**9. 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.

**10. Evaluation**

KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best" bidders. KCDC alone determines (using the National Institute of Governmental Procurement's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical ability 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 its requirements, including all form and substance.

KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business ability information.

**11. General Instructions to Suppliers**

KCDC's General Instructions to Suppliers are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 15, 43, 44a, 44c and 44d.

## 12. Insurance

- a. See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email [procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org) detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.
- b. Note that KCDC's Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).

## 13. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to occur nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.
- d. The supplier pays all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- e. KCDC pays by electronic transfer (ACH) only. Supplier's accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Supplier's may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- f. Invoices must:
  - Be numbered
  - List a date on them that is after the work is complete or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Reference the bid number
- g. Currently KCDC requires that invoices be emailed to the property manager or other KCDC staff member requesting the work be performed. KCDC anticipates changing to having all invoices sent to our Accounts Payable staff at some point in 2022.

## 14. Length of Award

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

**15. Licensure**

- a. Suppliers must be properly licensed by the State of Tennessee and all other authorities having authority. Throughout the term of this contract, the supplier shall keep the required license.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the “Contractor’s Licensing Act of 1994” as mandated by the State of Tennessee. The supplier must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors.
- c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Supplier Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
  - BC
  - BC-29
  - BC-B
  - HC
  - HRA
  - HRA-E.2
  - S
- d. Throughout the term of this award, the supplier shall maintain the required licenses.

**16. Price Structure**

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Such proof will be CPI, PPI or other similar documentation acceptable to KCDC. KCDC will decide whether to accept a price increase. If KCDC accepts the price increase, the bid file will note. If KCDC rejects the price increase, the supplier may:
  - 1. Continue with the existing pricing.
  - 2. Suggest an alternative price increase.
  - 3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

**17. 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.

**18. Safety/OSHA Guideline Compliance**

- a. The safety of the public is of prime concern to KCDC, and all costs associated are the responsibility of the supplier. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- b. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other contractors) from entering work areas.
- c. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.
- d. If work is conducted in an area (such as sidewalks providing entrance/exit to a residence, office or other similar area) an alternate access plan must be provided for handicapped persons. For instance, if gravel is placed as a temporary solution, there must be an acceptable alternate route for those in wheelchairs.
- e. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- g. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

**19. Security**

The successful supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel or tools.

**20. Small Business Outreach**

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

**21. Smoke Free Policy**

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. There is no smoking on KCDC's property including in personal or corporate vehicles on KCDC's property.
- b. Applicable 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 buildings, parking lots, streets, structures and land owned by KCDC.
- c. Should the supplier's staff be observed violating these requirements, KCDC's Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your awarded "contract."

**22. Storm Water and Street Ordinances**

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

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.

- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage. To access the additional information, go to (<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. Supplier is responsible for all work, remediation, repair, and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm water and Street Ordinances. The supplier shall be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

**23. Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the general federal government, HUD's nor the State of Tennessee's debarment lists.
- d. Not be changed without owner's permission.

**24. Work Hours**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. However, the supplier must understand KCDC's staff will not be on site or readily available after 4:00 p.m. during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

**Description of Work**

**25. Introduction**

The supplier shall perform tree trimming/removal services for KCDC equipment as needed.

**26. Arborist**

Supplier is to have an arborist on staff or on call.

**27. Clean-Up**

- a. All brush less than three inches must be chipped. All chips must be chipped into a truck and hauled away.
- b. All loose, broken, or cut branches shall be cleaned out from the tree before leaving the job. Disposal will be done off the site by methods and locations approved by the city and/or county. The supplier will pay for disposal.



- c. In no case shall brush or wood be allowed to remain on public thoroughfares overnight or on lawns unless arrangements have been made with the property owners and the brush piles are properly marked for safety.
- d. Debris cleanup will be completed daily. Work sites shall be left in at least as neat and orderly a condition as originally found. If the ground cover is disturbed, the supplier shall restore with grass seed or sod and then place a cover over it. Typically, the cover will be straw.

**28. Correction Of Work**

The supplier shall promptly correct all work (at own cost) rejected by KCDC as faulty, defective, or failing to conform to this agreement whether observed before or after substantial completion of the work, and whether fabricated, installed or completed.

**29. Cranes**

- a. If during the term of this agreement, the use of a crane is required, the crane rental shall include an operator, travel time, fuel, vital fluids, maintenance, repair, permits, and related items necessary to complete the work in accordance with this specification.
- b. Only one crane mobilization paid as “an each” price is allowed per job. Work in one area or on one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the supplier shall be paid for one mobilization.
- c. Once KCDC has approved the use of a crane, the cost of the crane may be added to the bill.

**30. Emergency Telephone Line**

The successful supplier will have a twenty-four-hour emergency telephone number.

**31. Job Turnaround**

- a. On normal routine work, KCDC will allow up to seven days to complete work once a notice to proceed is given. Particularly large jobs will be allotted additional time. Emergency work is to be completed in a timely manner consistent with the urgency of the circumstances. Circumstances can include, but are not limited to, additional potential for damage, safety and access.
- b. If the supplier does not complete the work within the specified period, the supplier will be assessed damages of twenty-five dollars (\$25) a day for each day the supplier fails to meet the established deadline, unless there are delays caused by KCDC or circumstances beyond the supplier’s control. Any delay that is beyond the supplier’s control, regardless of time or costs, must be promptly documented and the circumstances clearly stated with an estimate of the amount of time or costs the project will be impacted.

**32. Measure and Payment**

- a. Tree removal shall be paid for at the contract unit price per each determined by the caliper of each tree and the corresponding pay size in the following schedule: 10” or less, over 10” – 18”, over 18” – 26”, over 26” – 34”, over 34” – 42”, over 42” – 46” and over 46”.

- b. The caliper of a tree shall be the diameter at breast height measured 4½ feet above the ground. No consideration of the height or canopy will be given regarding pay size. Tree removal shall include removal of the stump, excess stump chips, and all limbs and trunk as part of the item. The areas shall be raked and swept clean.
- c. Payment for each item shall include all labor, materials, transportation, fuel, supervision, equipment, services, dump disposal charges, incidentals, and related items necessary to complete the work in accordance with this specification. However, crane rental charges, when pre-approved by KCDC, may be added.
- d. Tree trimming shall include removal of all tree debris. The area shall be raked and swept clean.

### 33. Pruning Techniques

Pruning cuts shall be in accordance with ANSI A300 pruning standards.

### 34. Tree Trimming

- a. All trees will be trimmed by the lateral (“Natural,” “Drop-Crutching”) method. All limbs will be trimmed to a main stem, or lateral, which extends away from the line. When side trimming, all cuts will be made to just in front of the branch collar of a parent stem, all overhanging limbs removed, and tops of trees floated back away from the line.
- b. The natural symmetry and beauty of the trees that are trimmed shall be considered. Stubs will not be permitted.
- c. In trimming, all cuts shall be made flush to laterals that are at least one-third the size of the leader limb.
- d. Branches or limbs growing generally vertically, when cut to obtain clearance or to direct growth horizontally, shall be cut flush with a laterally growing branch or limb.
- e. Avoid stubbing limbs to prevent stimulating development of sucker clusters or limbs stubs.
- f. Tearing of bark shall be avoided.
- g. Directional trimming will be used to discourage growth towards the conductor while permitting the tree to follow closely its normal growth habits.
- h. Protruding lower limbs which may need trimming shall be cut back to the branch collar at the trunk of the tree, if possible.
- i. All cuts shall be made to provide maximum protection to the tree and to insure proper healing of the wound. Only employees who have been given proper training in tree trimming and who are considered skilled and qualified shall be used for cutting and trimming work done off the ground. Common labor used as helpers in tree removal work shall be under the supervision of a skilled tree employee.

### 35. Utilities

The supplier is solely responsible for:

- a. Contacting utility companies prior to the start of work.
- b. Locating and identifying all underground utilities that might interfere with their work.
- c. Performing an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before climbing, entering or working around any tree.
- d. Only a qualified line-clearance tree trimmer shall be assigned to the work if it is found that an electrical hazard exists. A qualified line-clearance tree trimmer is a tree worker who through related training and on-the-job experience is familiar with the special techniques and hazards involved in line clearance. (OSHA Standard 29CFR 1910).
- e. Protecting overhead utilities (cable, electric, telephone, et cetera) from damage and shall be responsible for all claims for damage due to its services. The supplier shall coordinate with the utility company for the removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the services of this agreement.

### 36. Work Standards

- a. All work shall be performed in accordance with current Tree Care Industry Association (TCIA) ANSI A300, TCIA Z-133 and Occupational Safety and Health Administration (OSHA) standards and all applicable state and local laws, ordinances and regulations.
- b. Climbing may be required to trim trees. Fall protection such as safety harnesses, belts, ropes, lanyards, and/or slings appropriate for the job shall be always used when working aloft. Climbing spikes are not allowed as they may cause irreversible damage.
- c. All trees shall be trimmed by the "thinning cuts" method. All cuts shall be made to provide maximum protection to the tree and to insure proper healing. Only skilled and qualified employees with proper training in tree trimming shall be used for cutting and trimming work.
- d. Trees, which cannot be felled without danger to traffic or injury to other plants or property, shall be cut in sections from the top down.
- e. All limb removal shall comply with the Class II Pruning Standard of the Tree Care Industry Association (TCIA). The latest edition must be used for all pruning work performed under this agreement.

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

<b>Solicitation Document A</b>	<b>General Information about the Supplier</b>
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**Note: Complete all cells even if the answer is "Does not apply"**

**Sign Your Name to the Right of the Arrow**

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" ([www.kcdc.org](http://www.kcdc.org)) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

**Printed Name and Title**

**Legal Corporate Name**

**Street Address**

**City/State/Zip**

**Contact Person (Please Print Clearly)**

**Telephone Number**

**Cell Number**

**Supplier's E-Mail Address (Please Print Clearly)**

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information (Check a box in each of the next three lines)**

1. This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
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2. 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"/>
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3. 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 American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
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**Prompt Payment Discount Statement**

A \_\_\_% prompt payment discount applies when KCDC makes payment in \_\_\_ days of accurate invoicing.

**Cooperative Procurement**

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes  No

**Conflict of Interest**

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

**Drug Free Workplace Requirements**

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

**Eligibility**

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

**General**

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

**Iran Divestment Act**

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, 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.

**Accuracy of Electronic Copies**

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






**General**

- 11. Neither the said supplier 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, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
  
- 12. 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, owners, employees, or parties in interest, including this affiant.

**No Contact/No Advocacy Affidavit**

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation 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 KCDC 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.

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

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

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### 1. Certificate of Independent Price Determination

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

*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)*

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |



**9. Certification of Eligibility Under the Davis-Bacon Act**

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

**12. Bidder's Signature**

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**Total price to perform tree cutting and removal services. This price includes cutting down the tree and all other costs including stump removal.**

Trees 10 inch or less caliper	\$	per tree
Trees over 10-to-18-inch caliper	\$	per tree
Trees over 18-to-26-inch caliper	\$	per tree
Trees over 26-to-34-inch caliper	\$	per tree
Trees over 34-to-42-inch caliper	\$	per tree
Trees over 42-to-46-inch caliper	\$	per tree
Trees over 46-inch caliper	\$	per hour

**Tree Trimming and Shaping Costs**

Two-person lift crew	\$	cost per crew per hour
Three-person lift crew	\$	cost per crew per hour
Four-person lift crew	\$	cost per crew per hour

Other Charges. Use this section to detail costs for other services that may apply.

**Provide three references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once - even if you have completed multiple projects/jobs for them.**

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

**1. INSURANCE**

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

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

- a. **Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations 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 the **Owner Entities** 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 the **Owner Entities** 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. **Other Insurance Requirements:**

- 1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
- 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 KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. 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.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

**e. Certificate Holder and Owner Entities:**

The **Certificate Holder** shall be:

KCDC  
 901 N Broadway  
 Knoxville, TN 37917

**Owner Entities** are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s) permits, the entities listed below can be identified collectively as "**Owner Entities**":

- KCDC, its officials, officers, employees, and volunteers
- Eastport Development, LP
- Five Points 1, LP
- Five Points 2, LP
- Five Points 3, LP
- Five Points 4, LP
- Bell Street LP
- Lonsdale, LP
- North Ridge Crossing, LP
- Vista at Summit Hill, LP
- Montgomery Village Corporation
- Cagle Terrace Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities.**)*

- f. **Right to Revise or Reject:** KCDC 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.
- g. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, 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**

<b>Certificate Holder</b>	KCDC 901 N Broadway Knoxville, TN 37917
<b>Additional Insureds (Owner Entities)</b> <i>(Can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Bell Street LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation
<b>GL (Supplier &amp; Subcontractors)</b>	\$1M / \$2M
<b>Auto (Supplier &amp; Subcontractors)</b>	\$1M (owned, hired, & non-owned)
<b>WC &amp; Employers Liability (Supplier &amp; Subcontractors)</b>	statutory limits
<b>30-day cancellation (Supplier &amp; Subcontractors)</b>	Required– must indicate on COI
<b>Primary non-contributory (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI
<b>Waiver of Subrogation (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI

**Insurance Agent's Statement and Certification:**

I have reviewed these insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may come with the coverages.

**Agency Name:** \_\_\_\_\_

**Authorizing Signature:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Authorizing Signature:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Authorizing Signature:** \_\_\_\_\_

**Bidder's/Proposer's Statement and Certification:**

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I, and my subcontractors (if any) will comply with the insurance requirements herein.

**Bidder's Name:** \_\_\_\_\_

**Authorizing Signature:** \_\_\_\_\_

**Return this page with your bid**

**Appendix 2 Bid Envelope Coversheet**



State Law requires certain supplier license information be on the front of your envelope. You are responsible for providing the correct information on the front of your envelope, but KCDC provides this form as a guide to help you. Failure to supply such required information as invalidates your bid. Attach this completed page to the front of your bid envelope. **Do not put it inside the envelope.**

<b>Bid Due Date/Time</b>		03/29/2022 at 11:00 a.m. EST	
<b>Supplier's/Firm's Name</b>			
<b>State of Tennessee Supplier's License Holder Name</b>			
<b>State of Tennessee Supplier's License Number</b>			
<b>Pertinent State of Tennessee Supplier's License Classification</b>			
<b>State of Tennessee Supplier's License Expiration Date</b>			
<b>Subcontractors to be used on this project</b> (If subcontract work is not required, write "none required")			
<b>Plumbing Subcontractor Name on the State of Tennessee's Supplier's License</b>		<b>State of Tennessee Supplier License Number</b>	
<b>State of Tennessee Supplier License Classification(s)</b>		<b>Expiration Date of State Supplier's</b>	

**Advisement:** KCDC will not consider notes changing the bid written on the bid envelope. Such notes must be inside the envelope.