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Invitation for Sealed Bids	
<b>Solicitation name/number</b>	Roofing Services for KCDC’s property Passport Residences Q2410
<b>Upload responses by</b>	2:00 p.m. on November 3, 2023 (as KCDC’s clocks show)
<b>Upload your response 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</b>	<b>KCDC will not accept questions via telephone.</b> Post questions to <a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> by 6:00 p.m. on October 30, 2023.
<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 authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. This solicitation's goal is to contract with a supplier to replace the existing roofs on certain buildings at KCDC's sites known as Passport Residences (in the Mechanicsville area). The supplier shall furnish all labor, materials and equipment, the supplier shall perform all work to re-roof the identified structures as detailed herein.
- d. See the Scope of Work section for the technical details

### 2. Bonds

Bid, payment and performance bonds are required if the total bid exceeds \$100,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

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

### 3. Changes after Award

It is possible that after award 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.

4. **Codes and Ordinances**

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

5. **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 this project. Such contact can disqualify the supplier from the solicitation process.

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. KCDC staff is not to be asked for the loan of equipment.

10. **Evaluation**

- a. 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.

- b. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- c. 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: 17, 18, 35e, 47a, 47c, 47d, 47e and 68.

#### 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).
- c. Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to [dmartin@kcdc.org](mailto:dmartin@kcdc.org) for review.

#### 13. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed 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 refuse 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. Most KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is 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. Suppliers' accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Suppliers 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 sequentially numbered so that there is no duplication.
  - Show a date 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
  - Reference the site and apartment number serviced
- g. KCDC wants all invoices emailed to [apadmin@kcdc.org](mailto:apadmin@kcdc.org) . You may copy the requestor on the email. Do not send invoices by any other means.
- h. KCDC wants statement emailed to [apadmin@kcdc.org](mailto:apadmin@kcdc.org).

#### 14. 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 licensure.
- 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. If the cost of this project reaches or exceeds \$25,000, the State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work.

However, KCDC will abide by any opinions or rulings that the State Contractor 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 change.

- BC
- BC-21
- BC-A
- BC-A,B
- BC-B
- BC-b(sm)

d. Throughout the term of this award, the supplier shall maintain the required licenses.

**15. Liquidated Damages**

Liquidated damages shall apply at \$100.00 per calendar day for each day beyond the scheduled completion date and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

**16. Materials and Workmanship**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, professionally finished, with industry standard best practices. Scope of work will be subject to KCDC's approval. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. All work shall be installed per manufacturer's specification. All work shall meet the manufacturer's requirements for warranty. Supplier shall furnish material samples for approval if specified and so desired by KCDC.

**17. Measurements and Drawings**

Drawings are not provided. Accurate measurements are the sole responsibility of the supplier.

**18. Permits**

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

**19. Safety Data Sheets (SDS)**

Safety Data Sheets (SDS) for each item must be left when the items are installed. Suppliers must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols where applicable.

## 20. Safety/OSHA Guideline Compliance

- a. The supplier shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The supplier shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. All buildings, appurtenances and furnishings shall be protected by the supplier from damage, which might be done or caused by work performed under this award. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the supplier.
- e. Supplier shall perform scope of work in accordance with all applicable OSHA standards including but not limited to: CFR1910.144, CFR1910.145, and CFR1926.200. At no additional cost to KCDC, caution and, or danger tape as well as proper signage shall be posted on-site at any time work is being performed or a potential hazard is present to workers, KCDC tenants, KCDC staff, or to the general public.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply to this scope of work.

## 21. 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.

## 22. 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.

## 23. Smoke Free Policy

KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

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

**24. Storage**

KCDC sites have very limited storage space for suppliers to access. Accordingly, suppliers are responsible for the storage of materials and their security. If possible, KCDC will allow suppliers to use space but the safety and security of the items stored is solely the responsibility of the supplier.

**25. Subcontractors**

Subcontractors must:

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

**26. Weather**

Since this solicitation calls for liquidated damages if the supplier exceeds the guaranteed number of days for completion, allowances are needed for excessive inclement 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 based on weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

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

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

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

**C. Adverse Weather and Weather Delay Days**

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four-hour period:
    - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
    - b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
    - c. Standing snow in excess of one inch (1.00").
  2. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all 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 occurs only if adverse weather prevents work on the project for 50 percent or more of the supplier's scheduled workday, including a weekend day or holiday if the supplier has scheduled construction activity that day.
- d. Documentation and Submittals
1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
  2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the 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 will occur in accordance with the provisions of this solicitation.
2. Extra costs shall not be incurred by the owner for any extra time increase to the contract.

27. **Work Hours**

KCDC's work hours are Monday through Friday day from 7:30 a.m. until 4:00 p.m. and supplier work is normally performed during these hours. Afterhours work or work on Saturdays, Sundays or holidays requires KCDC's advance approval since KCDC staff is normally not present at those times.

**Scope of Work**

28. **Debris**

The supplier shall:

- a. Remove and dispose of debris collected during the cleaning.
- b. Comply with all applicable state and local laws and ordinances related to the hauling, handling, and disposal of materials.
- c. Clean the work site daily of all debris, nails, et cetera.
- d. Clean the entire area "sweep" it with a magnet to remove nails on ground (at the end of the project).
- e. Remove all roofing debris and nails from the gutters.

29. **Labor**

The supplier shall:

- a. Remove all of the old shingles and the old roof felt down to the existing decking. There will be no additional charge to KCDC for any additional layers of shingles at tear off.
- b. Sweep the decking completely and then replace any defective decking. KCDC is to be notified prior to any decking replacement to verify the need.

- c. Install manufacturer approved and recommended underlayment to the entire roof area attaching as per the manufacturer's recommendations.
- d. Install shingles as specified, using a minimum of four nails per shingle. All installation shall be as per manufacturer's recommendations. Staples are not allowed.
- e. Allow 1½ to 2 inches openings at the ridge to provide ventilation.
- f. Replace all existing ridge vents.
- g. Install shingles over ridge vents as per the manufacturer's recommendations.
- h. Install weather shield along the entire length of all roof valleys and along the perimeter of the roof for a minimum of 18 inches.
- i. Install new plumbing pipe vent boots (and all other boots that are required including the electrical service conduit). Paint the vent piping black.
- j. Install a metal drip edge on the eaves and where the drip edge is presently in place.

**30. Lead Based Paint/Asbestos Materials**

The Renovation, Repair and Painting (RRP) rules promulgated by the EPA do not appear to apply to these properties since they were constructed in 2000. However, it is their sole responsibility of the supplier to adhere to the requirements of applicable laws, codes and regulations.

**31. Locations**

1216 University Avenue
1208-1210 University Avenue
1224 University Avenue
1606-1608 Wallace Street
1624-1626 Wallace Street
1631-1633 Dora Street
1627-1629 Dora Street
707-709 Alfredo Delaney Street
1627-1629 University Avenue
721 Monroe Senter Street
734-736 Monroe Senter Street
739-741 Alfreda Delaney Street
1016-1018 Knoxville College Drive
849-851 James Davis Drive
829 James Davis Drive

### 32. Materials

#### a. Shingles:

1. Roof Shingles are to be Architectural Dimensional asphalt based, self-sealing shingles.
2. Shingles are to have a minimum thirty-year warranty, with a 10-year algae relief warranty such as those manufactured by Tamco or Certainteed. Other brands may be acceptable, but they must be pre-approved by KCDC.
3. KCDC will select the color from the manufacturer's full range of colors for the proposed shingle upon award.

b. Fasteners: All fasteners are to be galvanized. All fasteners should meet manufacturer specifications. Staples will not be approved for use.

c. Decking: Materials used for decking repair are to be exterior grade plywood of a thickness equal to that of the existing decking (1/2" to 3/4" thickness). A price is to be quoted for decking repair based on a per 32 square foot repair. Repairs must first be approved by KCDC. The price quoted for decking is to be inclusive of all materials, installation and all other cost factors. Decking repairs, since specifically quoted as a line item, are not subject to change order fees nor any other fees.

d. Felt: Roof felt equal to Tamco fifteen (15) pound.

e. Drip Edge: Aluminum in a color (close to) matching the fascia.

f. Flashing metal: .017-gauge Aluminum

g. Ridge Vents: 4-foot, Plastic or roll plastic venting –GAF Cobra II or equivalents.

h. If you wish to have another brand or model approved, send information about it to [purchasing@kcdc.org](mailto:purchasing@kcdc.org) (at least five days in advance of the due date) and request that it be approved. Upon approval, notice will be posted for all to see on KCDC's webpage.

### 33. Time for Completion

The supplier shall be substantially complete with the work within seventy calendar days of the date of the notice to proceed.

### 34. Work Standards

a. All work is to be performed by craftsmen skilled in their trade.

- b. All damage caused by contractor or his/her agents is the responsibility of successful contractor.
- c. Roofing is not to be removed if it cannot be “dried in” that day.
- d. Flashing: At roof area (where shingles butt against wall and flat roof exists), ensure shingles are installed under existing flashing and counter flash as necessary to insure a leak-proof installation.
- e. Perform all work in accordance with all applicable OSHA/TOSHA standards.

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

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<b>Solicitation Document A</b>	<b>General Information about the Supplier and Cost</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 bid.

Acknowledge addenda have been issued by checking below as appropriate:

None       1       2       3       4       5

**Statistical Information (Check a box in each of the next four lines)**

1. This business is at least 51% owned and operated by a woman Yes  No

2. This business qualifies as a small business by the State of Tennessee  
*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* Yes  No

3. This business is at least 51% owned and operated by a veteran Yes  No

4. 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.

<b>Total Project Cost for all addresses listed</b>	<b>\$</b>
<b>Decking Cost</b>	<b>\$ per 4 x 8 plywood (32 square feet)</b>
<b>Should KCDC not be able to fund all of the roof replacements, provide pricing for each address so that KCDC can decide which to replace.</b>	
1216 University Avenue	\$
1208-1210 University Avenue	\$
1224 University Avenue	\$
1606-1608 Wallace	\$
1624-1626 Wallace	\$
1631-1633 Dora	\$
1627-1629 Dora	\$
707-709 Alfredo Delaney	\$
1627-1629 University Avenue	\$
721 Monroe Senter	\$
734-736 Monroe Senter	\$
739-741 Alfreda Delaney	\$
1016-1018 Knoxville College	\$
849-851 James Davis	\$
829 James Davis	\$

**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.

### **Non-Boycott of Israel Affidavit**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

<b>Signed by</b> 	
<b>Printed Name</b> 	
<b>Title</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)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

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

The bidder certifies that:

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

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

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

**12. Bidder's Signature**

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

(Signature and Date) \_\_\_\_\_

(Typed or Printed Name) \_\_\_\_\_

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

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

(Company Address) \_\_\_\_\_

**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 "f" for exact naming of certificate holder and additional insured.**

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 including contractual liability 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 **KCDC, its officials, officers, employees, and volunteers** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

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

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

- c. Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.

d. **Pollution Liability Insurance:** coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.

e. **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.

**f. Certificate Holder and Additional Insured:**

KCDC, its officials, officers, employees, and volunteers  
 901 N Broadway  
 Knoxville, TN 37917

**g. 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.

**h. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, 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.

<b>Certificate Holder &amp; Additional Insured</b>	KCDC, its officials, officers, employees, and volunteers 901 N Broadway Knoxville, TN 37917
<b>GL (Contractor &amp; Subcontractors)</b>	\$1M / \$2M
<b>Umbrella (Contractor)</b>	\$5M
<b>Auto (Contractor &amp; Subcontractors)</b>	\$1M (owned, hired, & non-owned)
<b>WC &amp; Employers Liability (Contractor &amp; Subcontractors)</b>	statutory limits / \$500,000 Employer's Liability
<b>Pollution Liability (Contractor)</b>	\$1M / \$2M
<b>30-day cancellation (Contractor &amp; Subcontractors)</b>	Required– must indicate on COI
<b>Primary non-contributory (Contractor &amp; Subcontractors)</b>	Required – must indicate on COI
<b>Waiver of Subrogation (Contractor &amp; Subcontractors)</b>	Required – must indicate on COI

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*This and the preceding 3 pages do not need to be returned to KCDC.*

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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 be entailed with the coverages.

Insurance Agency 1 Name: \_\_\_\_\_

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

Insurance Agency 2 Name: \_\_\_\_\_

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

Insurance Agency 3 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.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

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

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

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*Return this page with your bid.*

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**Solicitation Document F Envelope Coversheet**



State Law requires contractor license information be provided and you are responsible for providing the correct information with your bid. Failure to supply this information may invalidate your bid. **Attach this completed page to the front of your bid.**

<b>Bid Due Date/Time</b>	11-03-23 at 2:00 p.m.		
<b>State of Tennessee Contractor License Holder Name</b>			
<b>State of Tennessee Contractor's License Number</b>			
<b>Pertinent State of Tennessee Contractor's License Classification</b>			
<b>State of Tennessee Contractor's License Expiration Date</b>			
<b>Subcontractors to be used on this project (If subcontract work is not required, write "none required")</b>			
<b>Electrical Subcontractor Name on the State of Tennessee's Contractor's License</b>		<b>State of Tennessee Contractor License Number</b>	
<b>State of Tennessee Contractor License Classification(s)</b>		<b>Expiration Date of State Contractor's License</b>	
<b>HVAC Subcontractor Name on the State of Tennessee's Contractor's License</b>		<b>State of Tennessee Contractor License Number</b>	
<b>State of Tennessee Contractor License Classification(s)</b>		<b>Expiration Date of State Contractor's License</b>	
<b>Masonry Subcontractor Name on the State of Tennessee's Contractor's License</b>		<b>State of Tennessee Contractor License Number</b>	
<b>State of Tennessee Contractor License Classification(s)</b>		<b>Expiration Date of State Contractor's License</b>	
<b>Plumbing Subcontractor Name on the State of Tennessee's Contractor's License</b>		<b>State of Tennessee Contractor License Number</b>	
<b>State of Tennessee Contractor License Classification(s)</b>		<b>Expiration Date of State Contractor's License</b>	

**Advisements:**

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