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Invitation for Sealed Bids

Solicitation name and number	Concrete Work at the Cagle Terrace Parking Lot Q2219
Upload responses by	11:00 a.m. on June 9, 2022 (as KCDC's clocks show)
Upload your responses (<i>as one document</i>) to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions about this solicitation	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on June 2, 2022.
Site Visit	<ul style="list-style-type: none"> • A site visit is scheduled on 06-02-22 from 9:00 a.m. to 1:00 p.m. • To register for sites visits, email procurementinfo@kcdc.org. • Go to the Cagle Terrace office and check in. • Site staff will not officially answer questions. Immediately following your site visit, follow up on any questions with an email as directed above.
Bid opening	<p>This bid will be "opened" electronically and interested parties may attend via Zoom only. To obtain the Zoom link, email procurementinfo@kcdc.org.</p> <p>The bid tabulation is normally posted to KCDC's webpage within four hours of the bid opening time.</p>
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



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 wishes to hire a supplier to modify specified parking areas at its property known as Cagle Terrace (515 Renford Drive, Knoxville, 37919) to meet ADA requirements. The work includes the removal of existing concrete/asphalt and replacement of the same, in the South and North ADA Parking Areas. See the drawings for details.
- d. Demolish the existing concrete sidewalks and asphalt parking areas.
- e. Properly and legally dispose of the concrete and asphalt debris off site.
- f. Excavate the sub grade as required for installation of new aggregate and to achieve the appropriate slope for the ADA parking spaces.
- g. Install four inches of clean compacted aggregate for the new paving and sidewalk concrete.
- h. Install expansion joints and formwork as required for the new concrete.
- i. Furnish, pour, place and finish paving concrete (six inches deep) in the new ADA parking areas with 6x6 W 1.4 x W 1.4 welded wire fabric.
- j. Furnish, pour, place, and finish concrete (four inches deep) at the sidewalks per the plans.
- k. All concrete is to be 4,000 psi.
- l. Patch back asphalt up to the new asphalt as needed.
- m. Paint new parking lines and install new ADA parking sign according to code and according to the plans.
- n. Cover over incorrect parking lines and handicap parking sign so that they are no longer visible.
- o. Provide construction fencing to prevent non-authorized persons from entering the site.
- p. When finished, clean up the site to the state it is in prior to the work commencing.
- q. Complete all work within 30 calendar days of KCDC's Notice to Proceed/issuance of purchase order.

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 the purpose of 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.

10. Evaluation

KCDC will evaluate this as a formal sealed bid and the award to the "lowest and best" bidder. 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. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process including references and business ability information.

11. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at 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, 16, 44a, 44c, 44d, 52.

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 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 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 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. Email invoices to apadmin@kcdc.org. Do not send invoices through the United States Postal Service.

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. 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. 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-B	
• BC-19	• HRA-B	• MU-D
• HRA	• MU	• S
- d. Throughout the term of this award, the supplier shall maintain the required licenses.

15. Liquidated Damages

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. This applies to the scheduled completion date for each phase of the approved project schedule.

16. Materials and Workmanship

All materials and equipment furnished shall be new and of high quality. Work shall be accurate, skilled and subject to KCDC's approval. All materials and equipment provided shall conform to regulations of enforcement bodies having authority.

17. Measurements and Drawings

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

18. Permits

The supplier shall obtain and pay for all permits required to complete authorized work.

19. 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.

20. **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.

21. **Section 3 of the HUD Act of 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods.

- a. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill all positions that are needed and unfilled with residents of KCDC communities, Section 3 workers or Section 3 businesses. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of owner’s work.

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

- b. Definitions:

Section 3 resident

Is one who meets low or very low income thresholds established for this area.

Low Income

Defined by HUD but generally 80% of the area median individual income.

Very Low Income

Defined by HUD but generally 50% of the area median individual income

Section 3 Worker

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

Targeted Section 3 Worker

A Section 3 targeted worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern.

2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing.
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
 - (iii) A YouthBuild participant.

Section 3 Business

Is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low- or very low-income persons.
 2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers or
 3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- c. Upon award, the successful supplier will supply three documents to KCDC:
1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 2. A Section 3 Business plan for this work.
 3. Payroll documents (can be certified payrolls) showing the hours worked by Section 3 residents.

22. Site Examination

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

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

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda.

The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

23. 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.

24. 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."

25. 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.

26. 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.

27. Wage Compliance Requirements

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

- a. Submit certified payrolls showing compliance with the Davis Bacon requirements herein. Failure to do so is sufficient cause for withholding payment and/or termination of the contract.
- b. Must pay its employees at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Will display all pages of Wage Posters, in a "prominent spot" at the job site. These are available from the Procurement Division.
- d. Will allow KCDC to conduct on-site Davis Bacon interviews of the supplier's employees. KCDC will use HUD forms and record the information.
- e. Classify employees by the applicable Davis Bacon classification. Classifications are determined by the work performed and the tools used-not by job titles.

f. General Decision Information for the work:

General Decision Number	TN20220182
Date	04/22/22
State	Tennessee
Construction Types	Building
Counties	Knox County in Tennessee
Residential	Building Construction Projects (does not include single-family homes or apartments up to and including 4 stories).
Modification Number	1

Classifications and rates:

Classifications and Rates	Rate	Fringe 1
Asbestos Worker/Heat & Frost Insulator	\$32.50	\$16.47
Bricklayer	\$20.00	\$0.00
Carpenter	\$20.09	\$0.00
Cement Mason/Concrete Finisher	\$22.67	\$4.11
Electrician Low Voltage Wiring Only	\$32.96	11% + \$8.10
Electrician Excluding Low Voltage Wiring	\$26.87	\$12.05
Ironworker: Ornamental	\$30.35	\$15.36
Ironworker: Reinforcing	\$30.35	\$15.36
Ironworker: Structural	\$18.30	\$0.00
Laborer: Common or General	\$12.73	\$1.77
Laborer: Demolition	\$16.74	\$0.00
Laborer: Grade Checker	\$13.01	\$0.00
Laborer: Mason Tender-Brick	\$13.54	\$0.00
Laborer: Mason Tender-Cement/Concrete	\$13.00	\$0.00
Laborer: Pipelayer	\$21.45	\$8.06
Operator: Backhoe/Excavator/Trackhoe	\$27.77	\$9.75
Operator: Bobcat/Skidsteer/Skid Loader	\$16.84	\$0.00
Operator: Bulldozer	\$28.52	\$9.75
Operator: Drill	\$26.50	\$4.76
Operator: Forklift	\$15.00	\$0.00
Operator: Paver (Asphalt, Aggregate and Concrete)	\$14.70	\$0.00
Operator: Roller	\$14.35	\$0.00
Painter: Brush and Roller	\$19.31	\$10.15
Pipefitter	\$43.21	\$27.90
Plumber	\$21.63	\$7.16
Power Equipment Operator: Crane	\$28.26	\$10.10
Roofer	\$16.29	\$0.00
Sheet Metal Worker: Siding (Metal/Aluminum/Vinyl)	\$32.29	\$12.62
Sheet Metal Worker: HVAC Duct Installation Only	\$32.29	\$12.62
Sheet Metal Worker: HVAC Unit Installation Only	\$29.60	\$12.48
Sheet Metal Worker: Excluding HVAC Duct and Unit Installation	\$24.19	\$7.52

Classifications and Rates	Rate	Fringe 1
Tile Finisher	\$14.00	\$0.00
Tile Setter	\$19.65	\$0.00
Truck Driver: Dump Truck	\$24.81	\$8.10
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- g. Suppliers may not “use a classification” because there is not one listed that exactly identifies the work performed. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). To request an additional classification:
- Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees agree with the rate. The rate must bear a reasonable resemblance to other rates on the classification.
 - If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Supplier who then sends a cover letter to KCDC officially requesting the classification.
 - KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the supplier revise the request.
 - HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
 - The Department of Labor will either approve the request or recommend a different minimum rate.
 - HUD will notify KCDC of the decision.
 - Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the supplier. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.
- h. These requirements apply to all subcontractors that are used by the successful supplier.
- i. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid.
- j. In all cases however, suppliers are required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

28. Weather

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

a. Extensions of Contract Time

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

b. Standard Baseline for Average Climatic Range

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

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

c. Adverse Weather and Weather Delay Days

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four-hour period:
 - a. Precipitation (rain, snow or ice) exceeding 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 exceeding one inch (1.00").
2. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all the following are met:
 - a. For rain above the Standard Baseline.
 - b. Only if there is a hindrance to site access or site work or excavation and supplier has taken all reasonable accommodations to avoid such hindrance.
 - c. At a rate, no greater than one make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the KCDC.
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 each month showing which and to what extent activities were affected by weather.
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 KCDC 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 more than the average.
5. Organize claim documentation on calendar month periods and submit in accordance with the procedures for claims established by the KCDC.

e. Approval by KCDC

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

29. **Work Hours**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 6:00 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.

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

Solicitation Document A		General Information about the Supplier				
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) 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 . 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"/>	
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 <input type="checkbox"/> No <input type="checkbox"/>
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"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
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"/>
Prompt Payment Discount Statement						
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.						
Cost Information						
Total Project Cost				\$		

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.

Signed by		
Printed Name		
Title		

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 --

(a) [] 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.

(b) [] 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.

(c) [] 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)

The supplier **must** demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC posts the web links of organizations, which can provide suppliers with a list of minority and women owned businesses, on its web site. These lists are useful in preparing a response to this solicitation.

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

Section One I certify that the following companies were asked for pricing for the attached bid and that they were provided with adequate time to prepare a response. Provided the listed companies meet the requirements and their pricing is competitive, it is our intent to use the companies listed. Attached hereto or to be provided to KCDC within five calendar days of solicitation opening is our Form of Commitment/Statement of Effort (failure to submit the Form of Commitment/Statement of Effort may result in **rejection** of your bid.)

Company Name	Person	Product/Service	MOB	WOB

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

Signed by	
Print Name and Title	

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

Section One Does not apply - Subcontractors will not be used. (Stop Here)
Section Two Subcontractors will be used. (Complete this page)

I certify this firm has or will enter into a formal agreement with the MOB/SBE/WOB businesses for work listed in this schedule.

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

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

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

Company Name	Person	Product/Service	MOB	WOB

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

Company Name	Reason

Above information submitted by _____

Printed/Typed Name and Title: _____

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 insureds.**

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 the **Owner Entities listed in paragraph "f" 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 listed in paragraph "f" 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 (Owner Entities):

Certificate Holder: KCDC
901 N Broadway
Knoxville, TN 37917

Additional Insureds:
Cagle Terrace Corporation
901 N Broadway
Knoxville, TN 37917

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.

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds	Cagle Terrace Corporation KCDC, its officials, officers, employees, and volunteers
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
Pollution Liability (Supplier)	ISO CG 0039, or equivalent
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required – must indicate on COI

- 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.

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 be entailed 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.**

Bid Due Date/Time	06/09/22 at 11:00 a.m.
Supplier's/Firm's Name	
State of Tennessee Supplier's License Holder Name	
State of Tennessee Supplier's License Number	
Pertinent State of Tennessee Supplier's License Classification	
State of Tennessee Supplier's License Expiration Date	

Subcontractors to be used on this project (If subcontract work is not required, write "none required")

Electrical Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
HVAC Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Masonry Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Plumbing Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	

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. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>