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Invitation for Sealed Bids	
Solicitation name/number	Demolition Services for the Metropolitan Knoxville Airport Authority Q2408
Upload responses by	11:00 a.m. on September 28, 2023 (as KCDC's clocks show)
Upload your response to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions	KCDC will not accept questions via telephone. Post questions to https://vrapp.vendorregistry.com/Account/LogOn by 6:00 p.m. on September 20, 2023.
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 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. KCDC, on the behalf of the Metropolitan Knoxville Airport Authority (MKAA), wishes to hire a supplier to demolish multiple structures owned by MKAA in Blount County, Tennessee. The usage of "KCDC" herein expressly means KCDC on behalf of MKAA.
- d. The successful supplier shall furnish all supervision, labor, materials, machinery, tools, equipment and services to perform and complete all work required for the demolition and removal of the structure. Suppliers are encouraged to visit the site and to submit questions as detailed on page one.

2. Changes after Award

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

3. Codes and Ordinances

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

4. Contract Approval

The resulting award/contract is subject to MKAA Board's approval.

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. 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: 17, 18, 26, 47a, 47c, 47d, 47e, 55, 60, 68, and 72.

7. 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 bid.
- b. Note that KCDC's Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).

8. 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. 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.
- d. 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.
- e. Invoices must:

- Be numbered
- 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

f. KCDC wants all invoices emailed to apadmin@kcdc.org . You may copy the requestor on the email. Do not send invoices by any other means.

9. **Licensure**

The supplier shall maintain all licenses necessary to conduct business in Tennessee. Additional information is at <https://www.tn.gov/commerce/regboards/suppliers.html>.

10. **Permits**

The supplier (and/or any subcontractors) shall obtain and pay for all permits required to complete authorized work.

11. **Safety and OSHA Guideline Compliance**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. Staff and the public safety are of prime concern to KCDC and all costs associated are the supplier's responsibility.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

12. **Site Examination**

- a. The supplier is encouraged to visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. (See Location Map) The supplier shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

- b. The failure or omission of the supplier to receive or examine this document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein. Supplier understands the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

13. 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.

Scope of Work

Article I. General

Section 1.01 Description of Work

- (a) Demolish structures pursuant to specifications herein.
- (b) Comply with local, state and federal regulations to remove and properly dispose of sidewalks, steps, driveways, and structures (including both above ground and below ground elements).
- (c) Comply with local, state, and federal regulations to remove fuel tanks, septic tanks, cisterns, and any other underground facilities, if found; and to properly dispose of any liquids or products contained within these items.
- (d) Place backfill material in holes and depressions, grade the site and establish ground cover.

Section 1.02 Property Description

The demolition work consists of two properties (See Appendix 2, Location Map):

- (a) 2431 Louisville Road, Maryville, TN, Parcel No.: 036-009.00 (See Appendix 3).
 - (i) The property contains three structures and ancillary buildings. The structures must be removed without damage to the adjacent property and roadway.
 - (ii) The major structures consist of the following:

- 1) Pole barn measuring approximately 3,400 Square Feet. The structure has a dirt floor, galvanized metal roof, and wooden framing.
 - 2) A utility shed measuring approximately 800 Square Feet.
 - 3) A utility shed measuring approximately 3,000 Square Feet
 - 4) A small silo with a floor area of approximately 255 square feet.
- (b) 745 Holloway Street, Alcoa, TN, Parcel No.: 036IB011 (See Appendix 4).
- (i) The property contains one structure and ancillary buildings. The structures must be removed without damage to the adjacent property and roadway.
 - (ii) The single-family home built in 1976 and measures approximately 4,500 Square Feet. The house is wood frame with brick veneer and has a gabled/hip roof with asphalt shingles. There is a basement measuring approximately 1,290 Square Feet. Vendor must use water for control of dust in the demolition area due to neighborhood concerns.
 - (iii) A concrete slab measuring approximately 835 Square Feet.
 - (iv) A utility shed, gazebo, brick BBQ grill, swing, pavers, and select wood fencing. The Site Map 2 identifies each structure.
 - (v) All asbestos containing materials identified in the structure by an independent contractor has been removed by ServePro of Blount County.

Section 1.03 Add Alternate Driveway Demolition

- (a) Remove Driveway at 745 Holloway Street.
 - (i) Remove approximately 3,500 square feet of asphalt from driveway. Stop at the concrete skirt along Holloway Street. A painted line marks the skirt. The driveway measures between 2-4 inches in depth. Contractor is strongly encouraged to make their own measurements of the driveway.
 - (ii) Remove at least 3-4 inches of the granular base to allow for a topsoil.
 - (iii) Apply at least 4 inches of topsoil and/or mulch material to excavated driveway area.
 - (iv) Follow seeding instructions in Section 6.03.
 - (v) Follow Best Management Practices for erosion control and prevention noted in Section 7.05.

Section 1.04 Submittals

- (a) Comply with general provisions and covenants.
- (b) Schedule of Demolition Activities: Indicate the following:
 - (i) Describe demolition methodology, sequencing, and materials handling and removal procedures. Include the anticipated final destination of each material.
 - (ii) General logistics plan.

Section 1.05 Scheduling and Conflicts

- (a) Submit a traffic control plan to the appropriate jurisdiction prior to any lane or road closure.

Section 1.06 Special Requirements

- (a) The use of explosives is prohibited.
- (b) Use of fire is prohibited.
- (c) Obtain all local, state and federal permits required for execution of the work. Pay all permit fees. The airport must be provided a copy of any permits prior to demolition.
- (d) Property Ownership:
 - i. Title: The Metropolitan Knoxville Airport Authority owns the property. Upon issuance of the purchase order for work of demolition and site clearance on all or any part of the demolition area, all rights, title, and interest of the Airport Authority in and to buildings, structures and other property to be demolished and/or removed by the Supplier on part or all of said project area as described herein and addenda thereto, is vested with the supplier.
 - ii. Salvage: Supplier shall have the right to salvage any or all parts of the structures. Supplier shall document and provide a list of materials/items salvaged to KCDC upon completion.
 - iii. Land: No property rights, title or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the supplier or any other person or persons, except only the license and right of entry to remove such buildings and according to this document. Only authorized personnel with direct support responsibilities of the demolition are allowed beyond the gated area. No other personnel or third parties are to use the land or premises for any purpose.

Section 1.07 Measurement and Payment

(a) Demolition Work:

1. Measurement: Lump sum item; no measurement will be made.
2. Payment: Payment will be at the lump sum price plus any agreed to unit pricing.
3. Includes: Unit price includes, but is not limited to, gravel, removal of trees, brush, vegetation, buildings, building materials, contents of buildings, trash, rubbish, foundations, sidewalks, from the site, disconnection of utilities, furnishing and compaction of backfill material, furnishing and placing topsoil, finish grading of disturbed areas, placing and removing safety fencing.

Article II. Supplier Access

- (a) There is one access point to the subject property unless other arrangements are made prior to the start of demolition.
- (b) Construction vehicle and equipment parking will only be permitted within the designated project limits. (See Map 2)

Article III. Wildlife Management

- (a) Trash: Supplier shall always keep project area clean of food scraps and trash.
- (b) Standing Water: No standing water will be permitted within the project limits at any time during the duration of the project.
- (c) Tall Grasses and Seeds: All seeding during the project shall consist of grass seed specified in the project specifications to reduce plants and seed types that attract wildlife.
- (d) Poorly Maintained Fencing and Gates – Any fencing and access gates damaged by the Supplier during project will be replaced immediately to maintain airport security and to limit wildlife access to airport.

Article IV. HAZARDOUS MATERIALS MANAGEMENT

Supplier shall follow Best Management Practices regarding equipment fueling, containment, inspect and storage of hazardous materials. Any leaks or spills that take place on Owner property will require the Supplier to notify David Schroth or David Cook immediately.

Article V. NOTIFICATION OF DEMOLITION ACTIVITIES

The following information details procedures for the immediate notification of Airport personnel, as applicable, of any conditions that may impact the operational safety of the airport.

List of Responsible Owner Representatives:

- David Schroth (865) 342-3011
- Airport Dispatch (865) 342-3088

In case of emergency, dialing 911 will be the first response. Once emergency services have been contacted, Supplier shall contact David Schroth or David Cook.

Article VI. Products

Section 6.01 Backfill Material

- (a) When site conditions permit, as determined by KCDC, on-site soil shall be used as backfill material. The top 9 to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the supplier shall bring in enough topsoil from off-site to place a minimum 4-inch cover on the entire site. Excess excavation materials shall be spread evenly across the project site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by KCDC before and during the placing of the material. All depressions on the property shall be filled, compacted and graded to a uniform slope with adequate drainage.
- (b) All excavations shall be compacted using power machinery (e.g. track hoe, excavator, bulldozer).
- (c) All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The supplier shall provide for a minimum depth of 8 inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the demolition bid price.
- (d) The supplier shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

Section 6.02 Topsoil

- (a) Preservation and reuse of native topsoil helps to improve the success rate of new vegetation.
- (b) Supplier is expected to use on-site soils first. Importing topsoil may be necessary for some areas which do not have fertile soil layers.
- (c) Typically, a minimum of 4 inches of stabilized topsoil is needed to support grass vegetation. Up to 12 inches is needed when rock is the base.

- (d) Strip topsoil (typically 4 to 6 inches) only from those areas that will be disturbed by excavation, filling, road building or compaction from equipment. Locate topsoil stockpiles where they will not erode, block drainage structures or interfere with work on the site. Contain sediment using measures such as silt fences, straw bales, temporary seeding, erosion control mats, et cetera.
- (e) Prior to placing topsoil, verify that the subgrade has been graded and compacted. Scarify subgrade to a depth of 3 inches or disk the subgrade to ensure that topsoil bonds with underlying earth.
- (f) Imported topsoil, if needed, shall be from a reliable non-contaminated source. Perform pH tests prior to placement to determine soil amendments and treatments necessary to support vegetation growth. Perform pH tests whenever a change in topsoil is noted or a different source is selected.
- (g) Apply a minimum of 4 inches topsoil evenly. Compact soil with one or two passes of a tracked piece of equipment up and down the slope to reduce erosion potential.
- (h) Apply fertilizer at rates suitable for the particular type of vegetation and soil conditions. Consult an agricultural extension agent or a horticulturist for specific instructions and recommendations (or see UT Agricultural Extension website).
- (i) All topsoil needs to be sifted and any signs of trees, root balls, rocks and/or extraneous materials need to be removed.

Section 6.03 Seeding

- (a) All disturbed areas shall be seeded.
- (b) Apply fertilizer at an application rate of at least 10 pounds per 1,000 Square Feet with commercial grades 6-12-12 or 10-10-10.
- (c) A mixture of Kentucky 31 Fescue (80%) with Annual Rye (20%) is desired. Apply seed at a rate of at least 3 pounds per 1,000 Square Feet.
- (d) Wood fiber mulch shall be applied at a rate of 35 pounds per 1,000 Square Feet. As an option, straw can be utilized at a rate of 100 pounds per 1,000 Square Feet.

The City of Knoxville has a best management practices sheet that provides general information.

City of Knoxville BMP Manual – Practice ES-08:

https://www.knoxvilletn.gov/UserFiles/Servers/Server_109478/File/Engineering/BMPManual/KnoxvilleBMP.pdf

Article VII. Execution

Section 7.01 General

- (a) Protect existing fire hydrants, streetlights, traffic signals, utility poles, fire alarm boxes, wire cables, underground utilities and other appurtenances in the vicinity of the demolition site.
- (b) Provide correct type and class of fire extinguishers on site and in equipment. Provide fire extinguishers adjacent to any areas where cutting torches are used.
- (c) Comply with noise pollution requirements and any working hour restrictions of the local jurisdiction.
- (d) Prior to starting demolition, remove and properly dispose of all volatile or flammable materials such as gasoline, kerosene, benzene, cleaning fluids, paints or paint thinners, household hazardous wastes or similar products.
- (e) Inspect the site for its character and the type of structures to be demolished. The Airport Authority and KCDC assume no responsibility for the condition of existing buildings, structures and other property within the demolition area, or the condition of the property before or after the solicitation for bids. No adjustment of bid price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive bid will be made.
- (f) Pay all disposal costs, including costs related to disposal of specialty items such as household hazardous wastes, appliances, yard wastes or electronics.

Section 7.02 Completion Date

Contractor shall have twenty-one calendar days to complete all work from the date of a notice to proceed. This includes the contractor obtaining all permits and licenses to perform the work. Liquidated damages in the amount of \$100 per calendar day after the completion date noted in the notice to proceed.

Section 7.03 Utility Disconnections

The Airport Authority has had all utilities disconnected. Verify disconnections before commencing work.

Section 7.04 Protection of the Public

- (a) **Adjacent Property:** Protect structures, parking lots, driveways, sidewalks, utilities, lawns and other property elements from damage from the demolition activities. Provide sheeting or shoring as necessary to protect adjacent property. Prevent the accumulation of debris and litter on adjacent properties.

- (b) Streets: Promptly remove any demolition debris, litter or mud from streets and rights-of-way caused by the demolition work. Repair damage to the street and right-of-way caused by the demolition at no additional cost to the contracting authority.
- (c) Vehicle Covering: Cover all open-bodied vehicles transporting demolition debris and trash.
- (d) Drainage Facilities: Maintain or re-establish all tiles, roadway subdrains, culverts or other drainage facilities not identified in this document.
- (e) Neighborhood: Supplier is to observe all traffic laws. The City of Alcoa Police Department and Blount County Sheriff's Department frequently patrol the roadway.

Section 7.05 Environmental Requirements

- (a) Erosion and Sediment Control: Utilize Best Management Practices (BMPs) to prevent and control erosion, sediment, and other forms of stormwater pollution. The City of Knoxville's Stormwater Engineering Divisions BMP Manual provides many design options and should be consulted.
- (b) Dust Control: Supplier is reminded this is an operating airport and that dust and debris must be kept to a minimum. Supplier must comply with all applicable air pollution requirements of the Jurisdiction. Use water or appropriate chemicals for control of dust in the demolition area, on hauling equipment, on adjacent roadways and when grading the site.
- (c) Litter: Take steps to prevent the generation of litter during demolition and collect all litter from the demolition area at the end of each working day. Load trucks to prevent leakage or blowing of debris.

Section 7.06 Salvaged Items

- (a) All salvaged materials shall be removed from the site at the end of each workday.
- (b) Only the Supplier's authorized workers are allowed to salvage or demolish the structure or its contents.
- (c) Reserved timbers are to be stacked, packed, or banded to keep them contained and organized. The area reserved for the timbers is marked on project map (See Map 2).

Section 7.07 Demolition and Removal

- (a) Structures:

- (i) Except for wood frame or non-rigid masonry buildings, start on the top floor and maintain structural parts of buildings, such as columns, beams and joists supporting the floor of any building story until the walls, flooring and partitions of that story are removed.
- (ii) No wall or part of a wall will be allowed to fall outward from any building except through chutes or other controlled method that will ensure safety and minimize dust, noise and other nuisance.
- (iii) Remove all unstable, free-standing or inadequately supported building elements prior to the end of each workday.
- (iv) Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
- (v) Maintain adequate ventilation when using cutting torches.
- (vi) Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- (vii) Dispose of demolished items and materials promptly.
- (viii) Retaining Walls: Remove all retaining walls unless otherwise specified for deep fill. Complete work without damage to adjacent public or private property. Following removal, grade the adjacent slope to a 3:1 (horizontal to vertical) slope or flatter.
- (ix) Piles: All piles are to be removed.
- (x) Fences: Remove all fences, guardrails, posts and other appurtenances unless on a property line with adjacent private property and designated for retention. Fill and compact soil in all post holes.
- (xi) Miscellaneous Objects: Remove all clothes lines, signs, piping, swings, BBQs, concrete pads, brick & concrete pavers, field roller, tires, posts or any other objects protruding from the ground and fill any resulting hole.

Section 7.08 Disposal

- (a) Demolition Material: Only state-licensed disposal facilities may be used. Cover all vehicles used to transport demolition material.

- (b) Submit all disposal tickets received from the disposal facility clearly indicating the specific address of the origin of the demolition debris. Pay all fees associated with disposal of the demolition material. Disposal tickets must accompany pay requests.

Section 7.09 Clean Up

At the end of each day, remove all unused material and rubbish from the site. Remove all salvaged materials and any materials to be recycled. Restore all areas occupied during the work, including the public right-of-way and any private property.

Solicitation Document A	General Information about the Supplier
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Note: Complete all cells even if the answer if "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 bid.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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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 if KCDC pays in ____ days of accurate invoicing.

Pricing

Total Cost for 2431 Louisville Road	\$
Total Cost for 745 Holloway Street	\$
Add Alternate Section 1.03:	\$

Conflict of Interest

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

Drug Free Workplace Requirements

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

Eligibility

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

General

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

Iran Divestment Act

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

Accuracy of Electronic Copies

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




General

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

No Contact/No Advocacy Affidavit

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

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

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 the **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. Employers' Liability Insurance with a limit of not less than \$500,000.

d. Pollution Liability Insurance: Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

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

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.

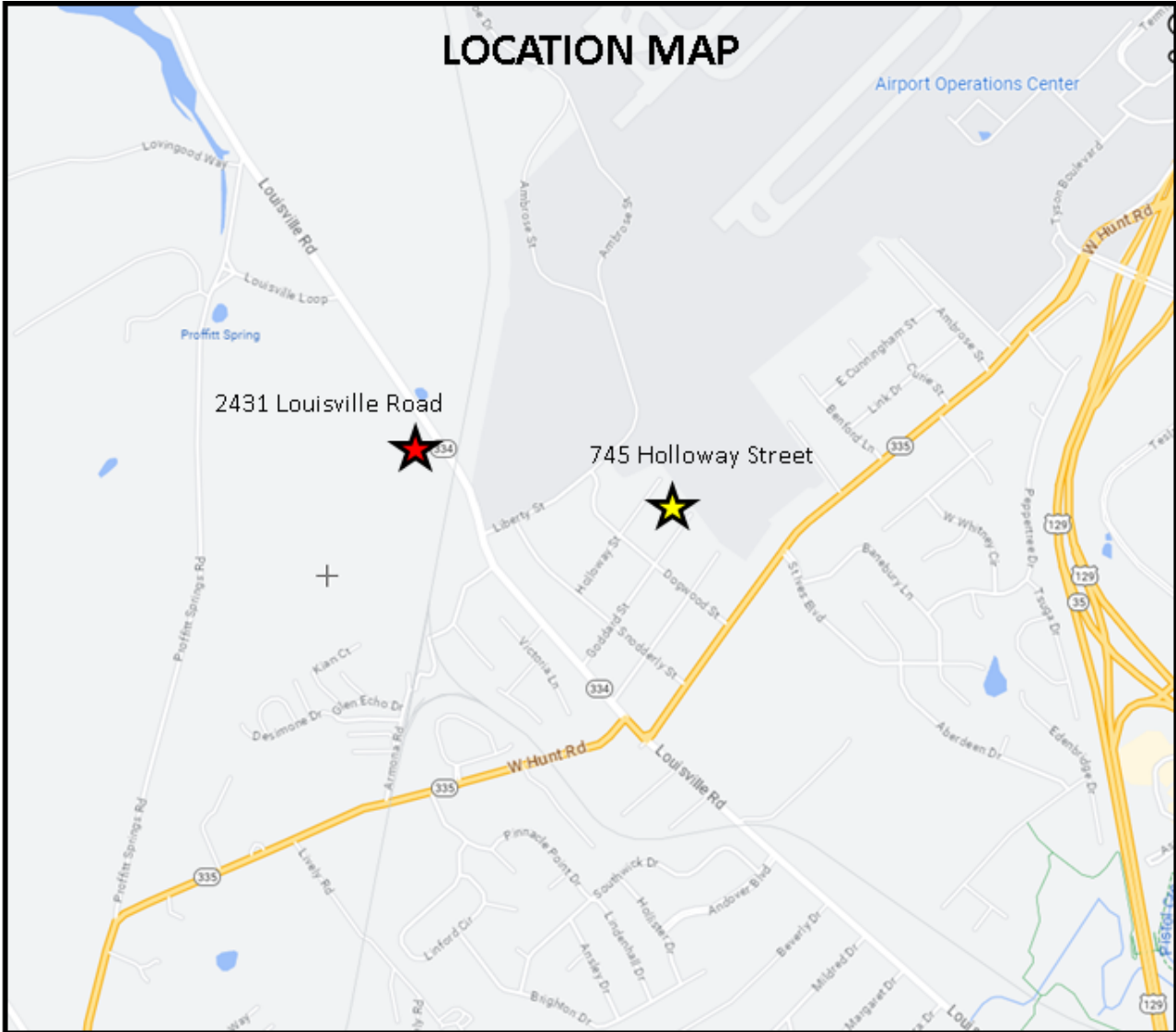
f. Certificate Holder and Additional Insured:

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

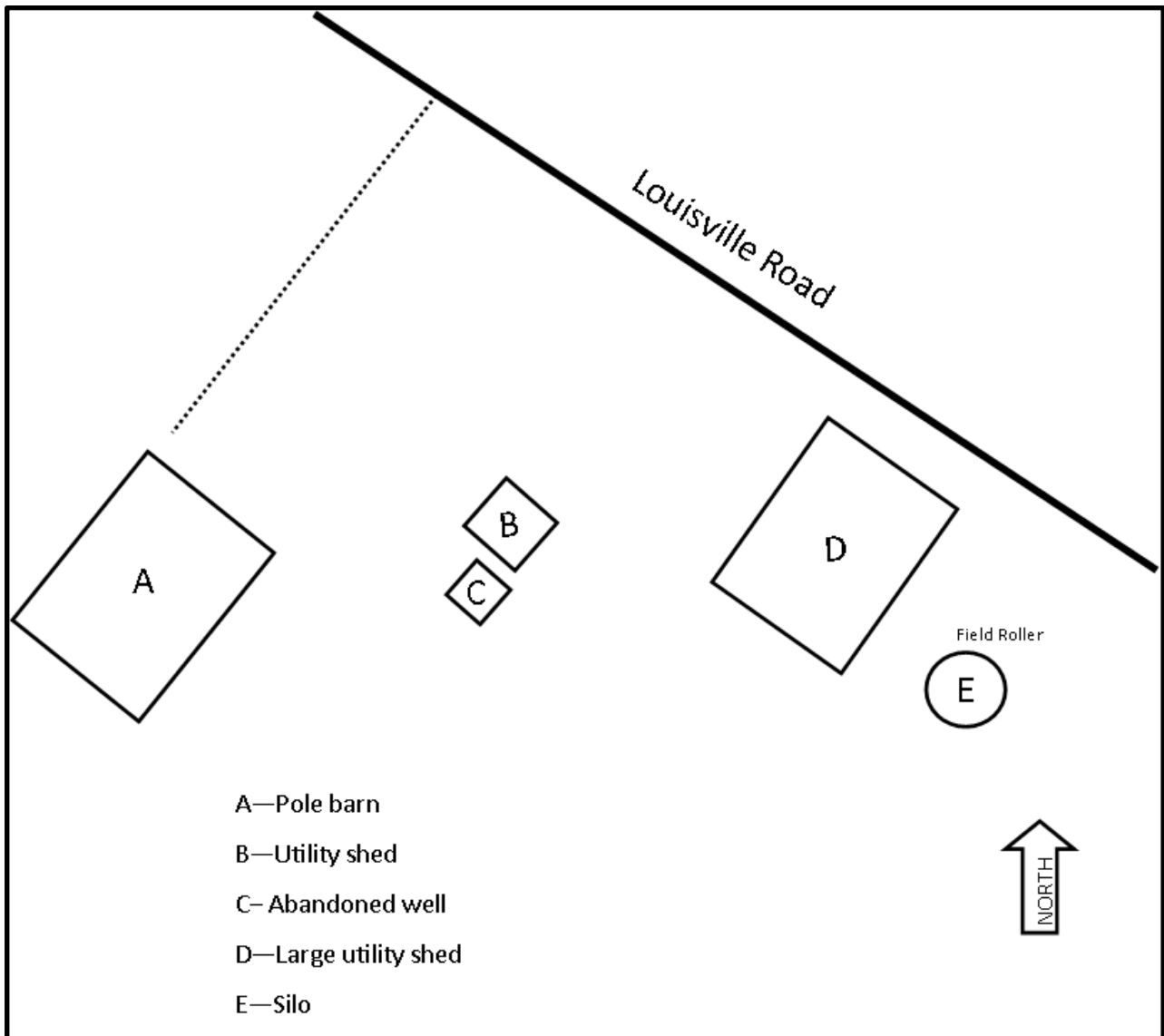
- g. Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- h. 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.

Certificate Holder & Additional Insured	KCDC, its officials, officers, employees, and volunteers 901 N Broadway Knoxville, TN 37917
GL (Supplier & Subcontractors)	\$1M / \$2M (including contractual liability)
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	statutory limits
Pollution Liability (Contractor)	\$1M / \$2M
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

Appendix 2 | Location Map



Appendix 3 Louisville Road Map



Appendix 4 Holloway Street Map

