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Invitation for Sealed Bids	
<b>Solicitation name and number</b>	Plumbing Services (as needed) Q2302
<b>Upload responses by</b>	11:00 a.m. on September 23, 2022 (as KCDC's clocks show)
<b>Upload your responses (<i>as one document</i>) to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC's webpage)
<b>Questions about this solicitation</b>	<b>KCDC will not accept questions via telephone.</b> Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on September 16, 2022.
<b>Bid opening</b>	This bid will be "opened" electronically and interested parties may attend via Zoom only. To obtain the Zoom link, email <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> .  The bid tabulation is posted to KCDC's webpage shortly after the bid opening time.
<b>Award results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage for addenda and changes before submitting your response</b>	



## General Information

### 1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes twenty sites with approximately 3,525 dwelling units.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- c. While KCDC has its own employees who perform plumbing work, from time to time, KCDC needs supplemental plumbing services from suppliers. Suppliers holding KCDC's award for plumbing services meet these needs. Such needs arise when KCDC employees do not have the capacity or when special skill sets are needed.
- d. KCDC reserves the right to award to up to five suppliers to meet its varied needs. If KCDC awards to multiple suppliers, when a job is expected to reach \$5,000 in value, KCDC staff will contact all awarded suppliers for a specific quote for the work (based on the awarded cost terms). KCDC reserves the right to move forward with any one supplier if its best interests are served.
- e. If KCDC awards to multiple suppliers, if costs, supplier expertise, work quality and completion timelines are equal, KCDC staff will try to alternate work between the awarded suppliers.
- f. Typically, KCDC will not use this solicitation for projects if the cost exceeds \$25,000. However, KCDC does reserve the right to do so if it is in KCDC's best interest.
- g. Any agreement resulting from this solicitation will be an "open-end" type of agreement. There is no guarantee that KCDC will require any specified or minimum level of services or provided by the supplier.
- h. Work tasks cover many different plumbing areas and no one supplier is expected to provide all services. Services may include items such as:

#### Indoor Services

- Running water lines
- Sink installation/replacement
- Toilet installation/replacement

#### Outdoor Services

- Excavation
- Repairing/removing/placing sewer lines
- Water proofing buildings

2. **Bonding**

For indoor work in occupied apartments, the supplier's employees must be bonded as they will be alone in the residents' apartments. Proof of the bond must be supplied to KCDC prior to the commencement of work.

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. 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. **COVID-19/Pandemic Special Requirements**

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

7. **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.

8. **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.

**9. 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.

**10. 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.

**11. 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.

- a. Responsible means a business with the financial and technical ability to perform the requirements of the solicitation and subsequent contract.
- b. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- c. KCDC reserves the right to request additional information to assist in the evaluation process including references and business ability information.

**12. General Instructions to Suppliers**

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

**13. Insurance**

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

**14. 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. Most KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is exempt from the Federal Excise tax. However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.
- d. Certain KCDC properties are not exempt from taxation and their invoices should include applicable taxes. These are: Eastport LP, First Creek (Bell Street) LP, First Creek (Bell Street) 2 LP, First Creek (Bell Street) 3 LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- e. 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.
- f. 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. Suppliers may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- g. 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
- h. KCDC wants all invoices emailed to [apadmin@kcc.org](mailto:apadmin@kcc.org) . Please do not send invoices by any other means.

**15. Length of Award**

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

**16. Licensure**

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.

**17. 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.

**18. 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.

**19. Permits**

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

**20. Price Structure**

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

**21. Renovation, Repair and Painting Rule**

- a. Suppliers performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. When work is occurring at a site, the supplier must submit proof of the applicable certification before commencing work. The supplier will keep such certification current throughout the life of the award.
- b. Not all KCDC sites are subject to RRP rules since some KCDC sites were built after 1978, some sites have been remediated and some sites are exempt. However, some KCDC sites may have lead paint issues and the supplier must be prepared to deal with these sites.
- c. Accordingly, as a site requests service, the supplier must inquire with each order as to the lead-based paint status of the site requesting the work.
- d. To the best of KCDC's knowledge RRP applies to this work: Yes  At some sites. No
- e. Additional information is at:
  - 1. HUD's website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp)
  - 2. State of Tennessee's website:

<https://www.tn.gov/environment/toxic-substances-program/lead-hazard-program/lead-based-paint-abatement.html>

- f. Some KCDC sites have asbestos containing materials. KCDC will advise the supplier when work and if is to be done in such areas. Suppliers must either have asbestos training/certifications or have ready access to an asbestos abatement company.
- g. This section applies to work performed in doors only.

## 22. **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.

## 23. **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.

## 24. **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.

## 25. **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."

## 26. **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.

**27. 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.

**28. Utilities**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will arrange for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for vendors if they are currently available at the area.
- c. The supplier must ascertain the availability of utilities for this work prior to submitting a bid.

**29. Work Hours**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 5:00 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.

**Work Description**

**30. Introduction**

- a. This solicitation covers a wide range of services for KCDC's 3,600 apartments, offices and other buildings. This requires our suppliers to have (or to be able to obtain) wide ranging capabilities to cover all KCDC needs. The awarded supplier(s) will be under contract to provide these services, as they are needed and at the pre-determined cost structure. However, no one awarded supplier is expected to perform all the work that may be needed under this award.
- b. The supplier shall perform installation, maintenance and repairs on a Time and Material Basis for KCDC equipment to:
  - 1. The supplier shall do all work necessary for the performance and completion of this work, in the manner called for, at the appropriate prices shown herein.

- b. The supplier shall provide all supervision, labor, service trucks, materials, tools, equipment, and appurtenances necessary for the completion of this work in the manner specified in this solicitation and the successful supplier's response to it.

**31. ADA Standards**

All new construction, additions and alterations to existing facilities must be designed, constructed or altered in compliance with the American with Disabilities Act Accessibility Guidelines (ADAAG) for buildings and facilities.

**32. After Hours Work**

The supplier may be required to perform work during KCDC's non-working hours or on weekends or holidays. The requestor or designated representative must approve all repairs including afterhours work. The supplier shall invoice at the rate of time-and-a-half based on the regular hourly labor rates.

**33. Call Back Service**

Upon written notice from KCDC, the supplier must, without charge, promptly and properly replace all improper work and material that may become apparent within a one-year period from the date of acceptance by the KCDC. Call back service for previous repairs or maintenance will be on a twenty-four hour, seven days a week basis at no additional cost to the KCDC and response time will be within two hours of notification for emergencies and twenty-four hours for non-emergencies.

Should KCDC and a supplier disagree about whether a call back service is a warranty issue, the supplier will submit details of the situation in writing to KCDC and the situation will be reviewed.

**34. Codes**

All work shall be conducted in complete accord with all requirements of all authorities having jurisdiction. KCDC will not authorize payment until compliance with codes is achieved.

**35. Commencement and Completion of Work**

The supplier shall commence on-site work no later than seven working days after work authorization. Emergency work, if specified in the authorization, shall commence within 24 hours after authorization. Verbal authorization by the Procurement Director is sufficient for assignment of emergency work. Repeated failure to meet estimated start and/or completion dates shall result in termination of the contract.

**36. Demolition and Debris Removal**

The supplier shall remove all debris from the site and clean affected work areas. Supplier shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by KCDC shall remove such debris and materials from KCDC property. The supplier shall leave all affected areas as they were prior to beginning work.

**37. Equipment**

The supplier is responsible for having or acquiring all standard equipment necessary to perform under this agreement. KCDC shall not reimburse for any standard equipment rental.

### 38. **Estimates**

- a. The supplier may be required to visit the potential jobsites and submit accurate quotations (based on the award rates) before the work is authorized.
- b. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the approved rates.
- c. Request for quotes, will typically be emailed to the supplier(s).
- d. The supplier must provide quotations within five business days of request.
- e. A list of proposed subcontractors (if any) will accompany quotes.
- f. Formal written quotes are not required for job below \$5,000. Instead, the supplier will simply email the Property Manager the cost.
- g. For projects above \$5,000 the supplier will visit the site and provide a formal quote.
- h. As referenced above, "Quotes" mean a not to exceed cost for each job. Unless KCDC authorizes additional work or approves changes for unforeseen conditions, the estimate (based on the awarded rates) will not be exceeded.

### 39. **Hazardous Materials and Chemicals**

- a. The supplier shall not use any materials or chemicals, which may be a physical or health hazard without receiving prior written approval from the Project Manager. Along with the written request for approval, the supplier shall submit the manufacturer's specifications, a Safety Data Sheet, and any required Environmental Protection Agency (EPA) information on usage and handling.
- b. The definition of hazardous substances/materials includes such physical hazards as compressed gases, flammable liquids and solids, combustibles, and chemical oxidizers; and health hazards such as carcinogens, irritants, corrosives, sensitizers, and agents that may damage the lung, skin, eyes, or mucous membranes.

### 40. **Inspection and Acceptance**

KCDC staff will inspect all work before signing "punch lists" and before processing invoices for payment. Punch lists, once signed, officially accept the work and authorizes payment.

### 41. **Labor Charges**

- a. Suppliers shall include all costs (overhead, insurance, workmen's compensation unemployment insurance, unemployment insurance, social security, routine supplies and materials, et cetera in the hourly rate.
- b. Suppliers must have hours worked certified by KCDC personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCDC employee. Leave a job/service ticket with the KCDC designee. This document will show the arrival and departure time and date for each employee.

- c. Additional charges will not be allowed for truck mileage.
- d. Overtime/holiday rates will not be paid unless KCDC specifically authorizes them in.
- e. Respond to service calls with an HVAC Technician and laborer. KCDC personnel must authorize any additional personnel.
- f. Any time consumed for meals eaten during the time on the job will be deducted. (Not relevant to job specific quotes).
- g. KCDC will not pay “portal” or “travel” charges. Costs to KCDC will start when workers arrive on KCDC property. Charges to KCDC will cease when workers leave KCDC property.

**42. Materials and Workmanship**

- a. All materials and equipment furnished shall be new and best quality.
- b. All materials and equipment provided shall conform to the regulations of the entities having jurisdiction.
- c. Supplier shall furnish material samples for approval if desired by KCDC.
- d. Work shall be accurate, professionally finished and subject to KCDC’s approval prior to payment authorization.
- e. The successful supplier(s) may be required to establish a mockup unit for larger projects. Once completed, KCDC will examine the mockup unit. Once approved, work may then begin on the other units.
- f. KCDC reserves the right to specify the materials to be utilized on specific jobs. KCDC must approve substitutions.

**43. Mobilization**

- a. Mobilization (if required) will be paid once for assignment regardless of the scope of work.
- b. Work in one area or on a one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the supplier shall be paid for one mobilization.
- c. Work, at least one mile away from the last work area that requires the supplier’s crew to break down the equipment, relocate, and reset at the new work is a new job and the supplier shall be paid for another mobilization.
- d. The pricing page for this solicitation provides a space for suppliers to submit two mobilization charges. The supplier also inserts the dollar range for each price.

**44. Permits**

The supplier will be responsible for obtaining all required permits. KCDC will reimburse for the cost of all required permits.

**45. Project Service Tickets**

- a. The supplier shall leave (or email) Service Tickets (KCDC will provide the form) for all work performed. Each project requires individual Service Tickets that shall detail labor, material utilized, rental equipment, and subcontractors utilized. The Service Tickets are submitted to the Project Manager or his designated representative at the completion of each workday.
- b. Service tickets must include the following:
  - 1. Facility name
  - 2. Equipment name and id number
  - 3. Personnel name, labor classification, and hours worked
  - 4. Materials used
  - 5. A detailed description of work performed.

**46. Property Damage**

Should the supplier cause any damage to KCDC property, the supplier must notify the Project Manager immediately and make repairs to the satisfaction of KCDC, at no cost to KCDC. However, KCDC may elect to make repairs or replacement of damaged property and deduct the cost of such repairs from monies due, or to become due the supplier.

**47. Response Time**

Response time will be within two hours of notification for emergencies and within twenty-four hours for regular service. In the case of emergencies, all work will be pursued until completion.

**48. Routine Work**

Non-emergency work shall be completed within five workdays following the issuance of a notice to proceed.

**49. Quality**

All work must conform to American Wire Association Standards. All wiring shall be done according to the HVAC Code.

**50. Trenching**

Suppliers will follow OSHA and TOSHA guidelines for trenching. OSHA requires employers to provide ladders, steps, ramps, or other safe means of egress for workers working in trench excavations 4 feet or deeper. The means of egress must be located so as not to require workers to travel more than 25 feet (7.62 meters) laterally within the trench. OSHA's trenching guidelines handbook are at <https://www.osha.gov/sites/default/files/publications/osha2226.pdf>.

**51. Warranty**

The supplier expressly represents, warrants and agrees that all goods, equipment, machinery, materials, services, or work provided or performed on or off KCDC, under this contract will:

- a. Conform in all respects to KCDC's specifications, drawings, requirements, or other descriptions.

- b. Be fit for the purpose or purposes of intended use.
- c. Conform to all applicable local, state, and federal laws and regulations.
- d. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
- e. If said equipment, material, service, or work is found to be defective in workmanship, materials or design, fails or is found to be nonconforming with the terms and conditions of this contract within twelve months after the date of acceptance, it shall, at KCDC's option, be repaired or replaced at the KCDC location by the supplier at absolutely no cost to KCDC.
- f. All items delivered or supplied hereunder shall be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the supplier shall supply KCDC with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.
- g. The warranty period shall begin upon final acceptance of the work.
- h. Warranties must indicate:
  - The site where the work occurred
  - The area (apartment, floor, wing, et cetera)
  - A description of the work performed
  - The date the warranty commences

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

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

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

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

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

**Printed Name and Title**

**Legal Corporate Name**

**Street Address**

**City/State/Zip**

**Contact Person (Please Print Clearly)**

**Telephone Number**

**Cell Number**

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

**Addenda**

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

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information (Check a box in each of the next 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:								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 14.28%;">Asian/Pacific <input type="checkbox"/></td> <td style="width: 14.28%;">Black <input type="checkbox"/></td> <td style="width: 14.28%;">Hasidic Jew <input type="checkbox"/></td> <td style="width: 14.28%;">Hispanic <input type="checkbox"/></td> <td style="width: 14.28%;">Native American <input type="checkbox"/></td> <td style="width: 14.28%;">White <input type="checkbox"/></td> <td style="width: 14.28%;">Publicly Owned <input type="checkbox"/></td> </tr> </table>	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"/>	
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.

**Cooperative Procurement**

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

**RRP Statement**

As described in paragraph 20, this firm is RRP certified or intends to use a RRP certified subcontractor to satisfy these requirements. Submit copies of certifications Yes  No

**1. Regular Work Hours/Timeframes**

<b>Pricing (inclusive of all labor, miscellaneous supplies, overhead, profit, administration and all other fees)</b>	
Plumbing Technician	\$ per man-hour
Plumbing Apprentice	\$ per man-hour
Plumbing Helper	\$ per man-hour
Plumbing Journeyman	\$ per man-hour
Backhoe Operator	\$ per man-hour
Skidsteer Operator	\$ per man-hour
Dump Truck Driver	\$ per man-hour

**2. Emergency Work Hours/Timeframes**

<b>Pricing (inclusive of all labor, miscellaneous supplies, overhead, profit, administration and all other fees)</b>	
Plumbing Technician	\$ per man-hour
Plumbing Apprentice	\$ per man-hour
Plumbing Helper	\$ per man-hour
Plumbing Journeyman	\$ per man-hour
Backhoe Operator	\$ per man-hour
Skidsteer Operator	\$ per man-hour
Dump Truck Driver	\$ per man-hour

**3. Other Fees (applies to both routine and emergency situations)**

Work (labor) is guaranteed for how many years?	
Materials are guaranteed for how many years?	
Mark up on materials	%
Service Truck Charge (total for each day)	\$
Service Charge per Job	\$
Mini-Excavator Per Day	\$
Dump Truck Per Day	\$
Pump Vacuum Truck per Day	\$
Backhoe Per Day including Transport Fees	\$
Camera Sewer Lines	\$ Per:



**Conflict of Interest**

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

**Drug Free Workplace Requirements**

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

**Eligibility**

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

**General**

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

**Iran Divestment Act**

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

**Accuracy of Electronic Copies**

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

**General**

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




**No Contact/No Advocacy Affidavit**

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

**Non-Boycott of Israel Affidavit**

- 15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

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

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

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### 1. Certificate of Independent Price Determination

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

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

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

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

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

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

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

*insert*

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

*(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)

**1. INSURANCE**

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

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

- a. Commercial General Liability Insurance:** occurrence version general liability insurance 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** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

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

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

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

**d. Other Insurance Requirements:**

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

**e. Certificate Holder and Additional Insureds:**

The **Certificate Holder** shall be: KCDC  
901 N Broadway  
Knoxville, TN 37917

**Additional Insureds:**

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

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

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

- f. Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- g. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.



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

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

**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.

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

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

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

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

**Insurance Agency 3 Name:** \_\_\_\_\_

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

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

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I and my subcontractors (if any) will comply with the insurance requirements herein.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

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

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

**[Return this page with your bid](#)**