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Invitation for Bids

Solicitation Name and Number	Personal Emergency Response Systems Q2202
KCDC's Procurement Division must receive your response no later than	11:00 a.m. on September 9, 2021 (as KCDC's clocks indicate).
Upload your responses to	www.vrapp.vendorregistry.com (Can also be accessed via KCDC's webpage)
Questions About This Solicitation	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 12:00 p.m. on September 6, 2021.
Bid Opening	KCDC will host a Zoom meeting, if requested, for the bid opening. However, the raw data/results will be posted to KCDC's webpage shortly after the bid opening.
Award Results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "bidders," "contractors," "proposers" and "vendors."
- c. This solicitation is to establish an agreement with a supplier to provide Personal Emergency Response Systems (PERS) at The Manor at Northgate Terrace, located at 4301 Whittle Springs Road in Knoxville. The Manor provides supportive services for seniors wanting to maintain an independent lifestyle. The Manor offers services to seniors who are 60 years and older in an active community. The Manor provides a private apartment setting specifically for individuals who are experiencing daily living issues often associated with the aging process. Residents are charged rent based on their income in addition to a flat monthly service fee; part of which covers this monitoring service. The intent of this solicitation is to arrive at an arrangement with a supplier to provide PERS for those residents needing it. There are 41 apartment units with a possibility of 45 maximum occupants at The Manor. However, at any given time, the actual number of residents receiving this service is typically less than this due to vacancies, insurance coverage, et cetera.
- d. The current contract for this service will expire in September 2021 and additional extensions are not available. This solicitation allows seamless service to continue. KCDC assumes that it will require two weeks to change out this service if the solicitation results in a new provider.

2. Award Length

The initial award period will be one year. The award will have four one-year optional renewals that can be exercised upon KCDC's request.

3. Changes after Award

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. 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.

4. Contact Policy

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

5. COVID-19/Pandemic Requirements

In the event of a pandemic (or similar event), the successful supplier will adhere to the rules and regulations in place at the time.

6. Entrance to KCDC 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 unless said person is also the supplier's employee.

7. Evaluation

KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the supplier quoting the lowest cost.

- a. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of suppliers and KCDC uses NIGP's definitions to make these determinations.
- b. KCDC reserves the right to request additional information from suppliers to assist in the evaluation process. This includes references and business capacity information.

8. 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 set forth in KCDC's "General Instructions to Suppliers." The following paragraphs of the General Instructions do not apply to this project: 15, 33e, 33f, 44a, 44c and 44d.

9. Identification

The supplier's employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or always have picture identification badges or other company identification. Supplier's vehicles are to have placards (on the doors or in the windshield) that identify the company name.

10. Insurance

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.

11. Invoicing

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.

- c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether to submit a response to this solicitation.
- d. Invoices must:
 - Be numbered.
 - List a date on them that is after the work is completed or goods delivered.
 - List the purchase order number.
 - Breakdown pricing according to the award structure.
 - Show the supplier's name and address.

12. **Price Structure**

- a. If KCDC and the supplier choose to establish the "term bid" portion, at the end of each twelve-month period, the awarded supplier may request a change to the agreed to price. The supplier must provide proof of increased Producer Price Index (Knoxville) to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation 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. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. However, KCDC reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.
- d. KCDC will consider price increases due to extraordinary events such as pandemics upon submitted documentation. However, KCDC reserves the right to deny such requests. Further if a price increase is granted due to extraordinary events, prices must return to their previous rates once the issue is resolved.

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.

14. **Smoke Free Policy**

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

- No smoking on KCDC's property
- No e-vape or similar usage on owner's property
- The Smoke Free policy applies 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. Should your staff be observed violating these requirements, KCDC's Procurement Division will notify you about the problem. Should there be recurrences, KCDC may ask you to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your award.

15. **Solicitation Requirements**

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

Description of Services Desired

16. **General Information**

- Provide personal response equipment and services 24 hours per day, 365 days per year for residents at The Manor as requested by The Manor staff.
- KCDC desires units with basic features, advanced style units are not required. However, KCDC would be interested in advanced style units if the base price is reasonable and within KCDC's allotted budget. Currently KCDC uses the BOB 4200 PERSONAL Emergency Reporting System.
- KCDC will handle testing of units as well as practice with the apartment dweller.
- Communication (problems, lack of activities, options, et cetera) is to be between the successful supplier and KCDC, not to the residents.
- The battery life must be a minimum of twelve hours.

- f. The unit must perform a self-check and alert the monitoring center if the pendant or the battery starts to go low.
- g. KCDC does not desire to use this unit as a speakerphone.
- h. KCDC wants one spare unit (including the pendant) in its possession at all times so that it can be substituted quickly for a unit and/or pendant that fails.
- i. KCDC wants units that reset after use instead of expecting the resident to reset the unit.
- j. The monitoring company must be capable of working with hearing impaired clients.
- k. The pendant must be waterproof and an adjustable necklace type is preferred. However, wristband style pendants may also be required.
- l. The monthly invoice will come to KCDC and not the resident.
- m. The monthly bill will be prorated to reflect actual time of usage. This is important since a resident may move in or out at any time during the month.
- n. During business hours two KCDC staff members are on the responder list for each resident. The service provider must be able to designate this so that they know not to attempt to reach KCDC staff during their off hours.
- o. With a new supplier, KCDC needs the supplier to install the units during the switch over (input information, change out machines, process new set ups, et cetera). However, once the units are installed and staff understands the installation/set up, KCDC staff will handle the occasional swap out of units and resulting installations.

17. Sample Unit

For evaluation purposes, suppliers may be required to submit a working unit of the model proposed for KCDC. The purpose will be for the staff of The Manor to evaluate the suitability of the unit. The supplier may be present at such meeting.

[This and the preceding pages do not need to be returned](#)

Solicitation Document B: Cost and Product Information

Use the following format to supply your costs to KCDC. If additional lines are needed, insert them.

Brand Proposed (Landline Unit)	
Model Proposed (Landline Unit)	
Does this unit notify the user if an alarm is sounded?	
Does this unit indicate if the battery is low?	
 If so, how?	
Does this unit have a temperature indicator sensor that advises the user and the monitoring service when high temperatures are read?	
Does this unit allow the pendant to be used to answer the telephone?	
Does this unit allow the user to adjust the volume?	
Does this unit notify the user if the line is dead?	
 If so, how?	
Does this unit perform a self-check?	
 If so, how often?	
Can more information about this unit be found on-line?	
 If so, where?	www.
Cost per Month for Monitoring Landline Unit	\$ _____ per active unit
Price for the Installation of a Landline Unit	\$ _____ per unit
Lost pendant charge	\$ _____ each
Other:	\$ _____
Other:	\$ _____
Other:	\$ _____
Other:	\$ _____

Brand Proposed (Wireless Unit)	
Model Proposed (Wireless Unit)	
Does this unit notify the user if an alarm is sounded?	
Does this unit indicate if the battery is low?	
If so, how?	
Does this unit have a temperature indicator sensor that advises the user and the monitoring service when high temperatures are read?	
Does this unit allow the pendant to be used to answer the telephone?	
Does this unit allow the user to adjust the volume?	
Does this unit notify the user if the line is dead?	
If so, how?	
Does this unit perform a self-check?	
If so, how often?	
Can more information about this unit be found on-line?	
If so, where?	www.
Cost per Month for Monitoring Wireless Unit	\$ per active unit
Cost per Month for Monitoring Wireless Unit	\$ per active unit
Price for the Installation of a Wireless Unit	\$ per unit
Lost pendant charge	\$ each
Other:	\$
Other:	\$
Other:	\$
Other:	\$

- 1. Submit information sheets about the model proposed with your bid.**
- 2. Submit proposed contractual document with your bid for KCDC consideration.**

Solicitation Document C: Affidavits

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 known 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/proposal/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/proposals/quotes, 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.

Non-Collusion

11. Neither the said supplier nor any of its officers, partners, KCDC, 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, KCDC, 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 or proposer with any owner's representative concerning this proposal 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 owner's staff or Board members. My signature signifies that no unauthorized advocacy occurred.
15. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an offer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, gran, loan or cooperative agreement.
16. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
17. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Equal Employment Opportunity

18. The supplier agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause and requirements of CFR 60-1.4(b) and HUD form 92010. Further the supplier will ensure that any resulting subcontracts incorporate these EEO requirements.

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.

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Appendix 1: Insurance Requirements

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 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 and Umbrella 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.

Umbrella Liability: Umbrella Liability Insurance with a minimum limit of \$5,000,000 per each occurrence and aggregate combined single limit for all liability with a \$10,000 self-insured retention for exposure not covered in underlying primary policies. The policy shall name the Commercial General Liability and Automobile Liability in its underlying schedule.

Such insurance shall contain or be endorsed to contain a provision that includes **KCDC, its officials, officers, employees, and volunteers** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

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

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

- c. **Workers' Compensation Insurance and Employers' Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws. Employers' Liability Insurance with a limit of not less than \$1,000,000.

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 insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier. Employers' Liability Insurance with a limit of not less than \$500,000.

e. Certificate Holders and Additional Insureds:

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

- 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 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
Umbrella (Supplier)	\$5M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC (Supplier & Subcontractors)	statutory limits
Employers' Liability (Supplier); (Subcontractors)	\$1M (Supplier) / \$500,000 (Subcontractors)
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 for all coverages – must indicate on COI

All limits indicated are minimums required.