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Request for Proposals

Solicitation Name and Number	Mowing Services Q2014
Responses Must Arrive No Later Than (As KCDC's clocks indicate)	11:00 a.m. on February 19, 2020
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917 Procurement is behind the main office building.
Electronic Copies	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
Responses may be Emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Solicitation Meeting Date and Time	February 5, 2020 at 1:30 p.m.
Solicitation Meeting Location	KCDC Board Room
Solicitation Meeting Connection	KCDC will host an on-line meeting. Email purchasinginfo@kcdc.org for the web link.
Site Visits	KCDC offers organized site visits for the properties listed below. Interested suppliers are encouraged to visit the other sites on their own and request an organized site visit if one is necessary. Site that will have scheduled site visits: <ul style="list-style-type: none"> • The Five Points Properties February 4th & 11th at 2:00 • Mechanicsville Properties February 4th & 11th at 3:00 • Passport Property/KHDC February 4th & 11th at 11:00 a.m. • Western Heights February 4th & 11th at 1:00
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.
Award Results	KCDC posts the award decision to its web page
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 (https://www.kcdc.org/procurement/) for addenda and changes before submitting your response	



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. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport 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. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC contracts with one or more suppliers for its mowing needs at all of its properties for up to a maximum of five years. The current five year award is nearly over and KCDC must solicit to find one or more providers of mowing services for the next five years. KCDC uses "supplier" as inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "suppliers."
- c. A Senior Asset Manager and an Asset Manager lead the operation of each site although there are a few locations managed remotely by staff at another KCDC location. These managers will be the primary point of day-to-day contact for the successful suppliers.
- d. KCDC's Board will approve this solicitation's approval at its meeting in February or March.

2. **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 and negotiate these charges.

3. **Codes and Ordinances**

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

4. **Contact Policy**

Only contact KCDC's Procurement Division about this solicitation from the issuance of this RFP until its award. Information obtained any other person 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. Such contact can disqualify the supplier from the solicitation process.

5. **Damage**

The awarded supplier is responsible for any and all damage to buildings, equipment, grounds, premises and all other types of potential resulting from the provision of the services requested herein.

6. **Employees**

Supplier(s) will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner (approximately two days or less).
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees 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.

7. **Equipment:**

Supplier(s) shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **Evaluation**

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid/proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award.
- e. KCDC’s Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- f. KCDC score and award to the best overall supplier(s) on the following evaluation scale:

Factors	Maximum Points
Cost	60
Equipment Available	10
References	10
Service Plan Proposed Including Quality Control	20
Total	100

9. **General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions 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.”

These paragraphs in the “General Instructions” document **do not** apply to this solicitation: 15, 40, 48.

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 purchasinginfo@kcdc.org detailing any requested changes before this solicitation’s due date.

11. **Invoicing/Ordering**

- 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 or not to submit a response to this solicitation.
- d. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered.
 - Create separate invoices for Eastport 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 showing them as the "Owner" or "Bill To" entity.
- e. 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. **Length of Award**

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

13. **Licenses**

Suppliers shall maintain all licenses necessary to conduct business in the State of Tennessee. The State of Tennessee does not require a license for mowing as long as landscaping services are not included. This solicitation does not include landscaping services.

14. **Maps**

KCDC's webpage has maps of the general location of each property. To access these maps, go to <https://www.kcdc.org/housing/>.

15. **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.

16. **Price Structure**

- a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the agreed to price. The supplier(s) 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 understands that fuel prices fluctuate. When fuel prices increase more than 10% in cost from the original bid price or a subsequent agreed to renewal cost, a fuel adjustment may be requested. Price increases related to fuel must be documented by the average AAA price for Knoxville, Tennessee for regular unleaded fuel. As of 01-22-15, the current average cost per gallon is \$2.301. Increases will be limited to increases above that amount. Conversely, if the average price of gasoline decreases 10% or more after a price increase is granted, the decrease will also be placed into effect.

17. **Representations**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. Suppliers are required to visit the sites and become fully familiar with conditions as they exist.
- d. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance will not relieve the supplier of any obligation to perform as specified herein.
- e. By submitting a response to this solicitation, each supplier is certifying that they have inspected the apartments/sites and have read the solicitation and all appendices and addenda.

18. **Requirements Contract**

KCDC reserves the right to postpone any, or any portions, of the mowings due to weather conditions but the successful supplier(s) will mow at least 21 or 28 times per season depending on whether a seven day or ten day cycle is selected. Further KCDC reserves the right to add or remove sites from the award as its needs change.

19. **Responsibilities**

At no expense to KCDC, the supplier(s) will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other suppliers.

20. **Safety/OSHA Guideline Compliance**

- a. Staff and public safety are of prime concern to KCDC. All costs are the supplier's responsibility.
- b. Supplier(s) shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier(s) is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- e. The supplier(s) will protect all buildings, appurtenances and furnishings from damage. The supplier(s) 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(s) shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.

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

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

Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill all positions that are unfilled with KCDC residents. For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>.

The successful supplier will give KCDC job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.

- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 1. A Section 3 Business determination provided one is not already on file.

2. A Section 3 Business plan for this work.

22. **Security**

The successful supplier is responsible for providing (if necessary) all security to equipment, materials, personnel and tools that are required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the apartment.

23. **Site Visits**

- a. All prospective supplies are strongly encouraged to visit the sites to assure they fully understand the scope of work at each site. The supplier shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.
- b. Due to time constraints, KCDC will be conducting site visits only as scheduled. KCDC plans organized site visits for the properties listed below. Interested suppliers are encouraged to visit the other sites on their own and request an organized site visit if one is necessary. Site that will have scheduled site visits:
 - The Five Points Properties
 - Mechanicsville Properties
 - Passport Property/KHDC
 - Western Heights
- c. The failure or omission of the supplier to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein.

The supplier understands the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

- d. Questions that may arise during the site visits/tours must be followed up in email format with purchasing@kcdc.org for an authoritative response. Information or answers supplied at site tours are not binding upon KCDC until the Procurement Division responds to it in writing.

24. **Smoking Policy**

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
 - No smoking on owner's property
 - No e-vape or similar usage on owner's property
 - The Smoke Free policy applies in personal or corporate vehicles on owner's property

- b. 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” 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 owners. Should supplier staff be observed violating these requirements, KCDC’s Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

25. **Storm Water and Street Ordinances**

The City of Knoxville’s Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with all aspects of 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 shall be responsible for all work, remediation, repair, and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville’s Storm water and Street Ordinances. The supplier shall be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

26. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work and any change to subcontractors must be reported to KCDC.
- b. Not be on HUD's nor the State of Tennessee's debarment lists.
- c. Carry the insurance coverages as outlined herein.

27. **Work Hours**

KCDC's normal work hours are Monday through Friday starting at 7:30 a.m. with suppliers exiting by 6:00 p.m. After hours and weekend work may be permissible at certain sites and the successful supplier(s) will, if desired, discuss this with the site managers.

Statement of Work and KCDC Information

28. **Introduction**

KCDC desires one or more mowing companies to mow its lawns at the various KCDC sites. The successful supplier must be able to complete mowing assignments promptly and thus not unduly extend the mowing cycle. KCDC anticipates 21 mows per year (if a 10 day cycle is used) or 28 mows per year (if a 7 day cycle is used). KCDC reserves the right to add additional mowing's if they are needed. The supplier may assume that generally all KCDC sites will be mowed during each cut cycle but due to weather and other needs, on occasion, a site may not need to be mowed. KCDC assumes cuts start in April and end in October, with a cut every 7 days. Note that KCDC also requests pricing for cutting every 10 days and will consider this option.

29. **Addition of Trees, Shrubs, Play Areas, Et Cetera**

With this size portfolio, some landscape items will be added over time. Suppliers will not receive additional payment for mowing around new items except in extreme circumstances. Such extreme circumstances are solely at the discretion of KCDC.

30. **Addresses and Award Schedule**

Suppliers may propose on any or all of the sites or groups. KCDC reserves the right to award by each site, group or on an "All or None" basis-whichever is in its best interest. KCDC also reserves the right to not award if that is in its best interest. KCDC reserves the right to limit the awards to any supplier to the total number of sites that, in KCDC's judgment, the supplier can handle. The groups are:

a. Family Style Properties

Name	Address (Office)	Manager
Autumn Landing	6331 Pleasant Ridge Road	James Pruitt 403-1422
Lonsdale Homes	2020 Minnesota Avenue	Darlene Farmer 403-1350
Montgomery Village	4530 Joe Lewis Road	Linda Jeter 403-1380
Nature's Cove	2639 Bakertown Road	James Pruitt 403-1422
North Ridge Crossing	712 Breda Drive	Adronicus Thomas 403-1320
The Residences at Five Points Phase 2	Between Martin Luther King Jr, Kenner Avenue, South Olive Street and McConnell Street	Kim Clark 403-1390
The Residences at Five Points Phase 3	Between Martin Luther King Jr, Kenner Avenue, McConnell Street and South Kyle Street	Kim Clark 403-1390
Valley Oaks	3504 Oak Branch Circle	Adronicus Thomas 403-1320
Verandas	107 Flenniken	Linda Jeter 403-1380
Vista	957 East Hill Avenue	Darrell Lindsey 403-1300
Western Heights (and vacant land)	1621 Jourolmon Avenue	Kristie Toby 403-1420

b. High Rise Properties

Name	Address (Office)	Manager
Cagle Terrace	515 Renford Road	Rhonda Harris 403-1310
Isabella Towers	1515 Isabella Circle	Sam Chambers 403-1340
Love Towers	1171 Armstrong Avenue	Steve Ellis 403-1360
Northgate Terrace	4301 Whittle Springs Road	Terri Evans 403-1400

c. Offices

Name	Address (Office)	Manager
Five Points Leasing Office/ Boys & Girls Club	Corner of Kenner Ave and McConnell St	Kim Clark 403-1390
Supportive Maintenance	302 E. Anderson	Jack Canada 403-1371

d. Scattered Site Properties

Five Points Duplexes Managed by Kim Clark 403-1390	
301 Chestnut Street	2505 Louise Avenue
303 Chestnut Street	2507 Louise Avenue
124 Chestnut Street	2511 Louise Avenue
126 Chestnut Street	2513 Louise Avenue

314 S. Chestnut Street	601 S. Chestnut Street
316 S. Chestnut Street	603 S. Chestnut Street
2501 Wilson Avenue	2451 Selma Avenue
2503 Wilson Avenue	2453 Selma Avenue
519 S. Chestnut Street	2452 Selma Avenue
521 S. Chestnut Street	2454 Selma Avenue

Five Points Multiplexes Managed by Kim Clark 403-1390	
300 Chestnut Street (House)	401 Juanita Cannon (2 six plex structures)
317 S. Chestnut Street	319 S. Chestnut Street
721 S. Chestnut Street	719 S. Chestnut Street

e. Single Family Properties

Mechanicsville Managed by Darlene Farmer 403-1350	
1503 Dora	1412 Wallace
1501 Dora	321 Cansler
301 Douglas	319 Cansler
303 Douglas	317 Cansler
1507 Boyd	313 Cansler
1505 Boyd	311 Cansler
1503 Boyd	1406 Dora
1411 Boyd	1404 Dora
1409 Boyd	241 Cansler
409 Cansler	219 Cansler
411 Cansler	217 Cansler
405 Cansler	215 Cansler
407 Cansler	213 Cansler
1326 W. Fifth Avenue	1425 Iradell Avenue
1328 W. Fifth Avenue	1426 Iradell Avenue
1403 W. Fifth Avenue	1427 Iradell Avenue
1405 W. Fifth Avenue	1627 Wallace Street
1415 Iradell Avenue	1629 Wallace Street
1415 Moses Avenue	1631 Boyd Street
1417 Moses Avenue	1633 Boyd Street
1419 Iradell Avenue	1701 Boyd Street
1419 Moses Avenue	1703 Boyd Street
1423 Moses Avenue	200 Douglas Avenue
1424 Iradell Avenue	204 Douglas Avenue

Passport Homes – KHDC	
Managed by Beth Bacon 403-1390	
1401 Moses Ave.	212 Douglas Street
700 Alfreda Delaney Street	223 Douglas Street
1308 Calloway Street	227 Douglas Street
700 College Street	1600 Dunbar Street
1601 Dora Street	1601 Dunbar Street
1625 Dora Street	1626 Dunbar Street
1321 University Avenue	1330 University Avenue
1404 University Avenue	1500 University Avenue
1503 University Avenue	1505 University Avenue
1507 University Avenue	1601 University Avenue
1605 University Avenue	1615 University Avenue
Passport Properties	
Managed by Beth Bacon 403-1390	
701 Alfreda Delaney Street	731 Monroe Senter Street
707 Alfreda Delaney Street	734 Monroe Senter Street
709 Alfreda Delaney Street	735 Monroe Senter Street
739 Alfreda Delaney Street	736 Monroe Senter Street
741 Alfreda Delaney Street	737 Monroe Senter Street
1514 Boyd Street	740 Monroe Senter Street
869 James Davis Drive	1708 Moses Avenue
867 James Davis Drive	1750 Moses Avenue
851 James Davis Drive	1200 University Avenue
849 James Davis Drive	1208 University Avenue
829 James Davis Drive	1210 University Avenue
809 James Davis Drive	1216 University Avenue
807 James Davis Drive	1218 University Avenue
803 James Davis Drive	1224 University Avenue
1016 Knoxville College	1625 University Avenue
1018 Knoxville College	1627 University Avenue
700 Monroe Senter Street	1629 University Avenue
710 Monroe Senter Street	1631 University Avenue
712 Monroe Senter Street	1633 University Avenue
716 Monroe Senter Street	1637 University Avenue
718 Monroe Senter Street	1511 Wallace Street
721 Monroe Senter Street	1606 Wallace Street
726 Monroe Senter Street	1608 Wallace Street
728 Monroe Senter Street	1624 Wallace Street
729 Monroe Senter Street	1626 Wallace Street
1627 Dora Street	238 Douglas Avenue
1629 Dora Street	240 Douglas Avenue
1631 Dora Street	1605 Wallace Street

1633 Dora Street	1225 University Avenue
1313 University Avenue	1315 University Avenue
1402 University Avenue	

f. Vacant Land

<p>Austin Homes Managed by Darrell Lindsey 403-1300</p> <p>The existing Austin Homes buildings are being demolished. Between the end of the demolition and the start of construction, the entire site may need mowed and a price for such needs to be provided. However, once construction of the new units commences, KCDC will negotiate changes with the success supplier as buildings arise and the acreage to mow decreases.</p>
<p>Garden Area at Northgate Terrace Managed by Terri Evans 403-1400</p>
<p>Zavion Dobson Park at Lonsdale Managed by Darlene Farmer 403-1350</p>
<p>Five Points Multiplex Vacant Lot At the corner of Juanita Cannon and Selma Avenue Managed by Kim Clark 403-1390</p>
<p>Residences at Five Points 3 Vacant Lot Corner of Kenner Avenue and South Kyle Street Managed by Kim Clark 403-1390</p>

g. Elderly Complexes

<p>The Residences at Five Points Phase 1 2061 Bethel Avenue Managed by Kim Clark 403-1390</p>																														
<p>The Residences at Eastport Managed by Kim Clark 403-1390</p> <p>For accounting purposes this property is divided in to “Eastport I” and “Eastport II”). Both are located at 539 McConnell.</p>																														
<p>The Cottages at Clifton Managed by Kristie Toby 403-1420</p> <table border="1"> <thead> <tr> <th>Location</th> <th>Address</th> <th>Lot</th> </tr> </thead> <tbody> <tr> <td>Left</td> <td>228 Clifton Road</td> <td>1</td> </tr> <tr> <td>Right</td> <td>230 Clifton Road</td> <td>1</td> </tr> <tr> <td>Left</td> <td>232 Clifton Road</td> <td>2</td> </tr> <tr> <td>Right</td> <td>234 Clifton Road</td> <td>2</td> </tr> <tr> <td>Left</td> <td>236 Clifton Road</td> <td>3</td> </tr> <tr> <td>Right</td> <td>238 Clifton Road</td> <td>3</td> </tr> <tr> <td>Left</td> <td>240 Clifton Road</td> <td>4</td> </tr> <tr> <td>Right</td> <td>242 Clifton Road</td> <td>4</td> </tr> <tr> <td>Left</td> <td>244 Clifton Road</td> <td>5</td> </tr> </tbody> </table>	Location	Address	Lot	Left	228 Clifton Road	1	Right	230 Clifton Road	1	Left	232 Clifton Road	2	Right	234 Clifton Road	2	Left	236 Clifton Road	3	Right	238 Clifton Road	3	Left	240 Clifton Road	4	Right	242 Clifton Road	4	Left	244 Clifton Road	5
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	Right	466 Clifton Road	23	
	Left	468 Clifton Road	24	
	Right	470 Clifton Road	24	
	Left	472 Clifton Road	25	
	Right	474 Clifton Road	25	
	Front	2007 Sanderson	26	
	Back	2007 Sanderson	26	

	Front	2015 Chillicothe	27	
	Back	2015 Chillicothe	27	
	Front	2009 Chillicothe	28	
	Back	2009 Chillicothe	28	

h. Other

Dollar General Store
2265 Martin Luther King Jr. Ave

i. Suppliers may indicate that they are not interested in partial awards. However the determination of whether or not that is in KCDC’s best interest is totally at KCDC’s discretion.

31. Bush Hog Work

Suppliers will not bush hog. All areas will be mowed or string trimmed. KCDC reserves the right to request bush hog services from the supplier should the need arise.

32. Chemicals

Supplier shall not use chemicals on KCDC property without KCDC’s expressed and written consent. For a request to be considered:

- a. Submit it in writing to the Supportive Maintenance Manager: jcanada@kcdc.org .
- b. Include a copy of your license from the State of Tennessee to spray chemicals.
- c. Include a copy of your insurance coverage to spray chemicals.
- d. Include a copy of your bond for spraying chemicals.
- e. Include a copy of the SDS for the proposed chemical.

33. Communication

Prompt and effective communication is required for successful completion of the desired work. According suppliers must promptly respond to calls, emails and texts from KCDC staff. At the longest, any KCDC communications ***must*** be responded to within 24 business hours.

34. Damage

- a. Suppliers shall immediately report any damage to KCDC property or damage to private personal property. Make such reports to the Senior Asset Manager, the Supportive Maintenance Manager and the Housing Operations Directors. The process of repair/reparation shall immediately commence.

- b. KCDC strives to provide suitable mowing conditions for suppliers. However, KCDC cannot guarantee that foreign objects will not be present at some point. Supplier is to exercise due caution and diligence before mowing. If damage to property is reported, KCDC and the supplier will investigate. Should the finding be that it was clearly the result of supplier's action, equipment or lack of diligence, the supplier will be totally liable. If the finding is that the accident was caused by existing conditions that could not reasonably be alleviated by the supplier, KCDC will be responsible for the damage.
- c. If the supplier breaks an apartment window, KCDC will repair the window and bill the supplier.
- d. If the supplier damages private property such as vehicles, the supplier takes care of it directly with the owner once notified of damages by resident or KCDC.

35. **Displacement of Cuttings**

- a. Normal amounts of clippings may be left on the turf. Excessive clippings that would kill or harm the grass are to be removed by the supplier.
- b. Supplier shall blow off all entrances, patios, sidewalks, all driveways and other normal walking areas around facilities.
- c. Excess amount of grass accumulated during blowing of sidewalks, driveways, main entrances, facilities shall be removed from site.
- d. Clippings shall not be discharged along building foundation side areas, or blown into bedding areas or tree rings or swells.
- e. HVAC units and equipment shall be cleared of cuttings by blowing after each cut.
- f. Cuttings are not to be placed in KCDC's dumpsters.
- g. The supplier will keep all swells and/or storm water drains clean and free of grass clippings/debris.

36. **Dumpsters**

KCDC dumpsters are only for litter and trash. Cuttings must be otherwise properly disposed of by the supplier.

37. **Equipment**

- a. Supplier is responsible for providing, maintaining and transporting all necessary equipment and fuel for its use in connection with the program of mowing described herein.
- b. Supplier shall ensure that mower blades are sharp to make a clean cut across the blades of grass. Supplier will sharpen mower blades monthly or more often if necessary.

- c. All equipment shall be in proper running order in accordance with all applicable laws, rules and regulations.
- d. Any equipment deemed unsafe by KCDC will not be used.
- e. All safety guards and switches original to the mowing equipment must be intact and in working condition.

38. **Leaf Removal**

Leaf removal is to be priced for KCDC to use as/when necessary and desired by KCDC. There is no guarantee that KCDC will use this portion of the solicitation.

39. **Limbs**

Normally KCDC staff will pick up limbs. However should there be limbs down in areas that need mowed, the supplier will remove the limbs.

40. **Litter and Debris**

- a. The supplier is to remove large litter (within reason). The supplier shall dispose of litter in a manner acceptable to all city, county and state codes and ordinances.
- b. Excessive piles of grass clippings must be removed from all sites covered by the contract(s) resulting from this solicitation.
- c. It would be in both KCDC's and the supplier(s) best interest if the supplier schedules the mowing of smaller properties on Mondays (such as Passport Homes, Mechanicsville I & II, Eastport, Five Points Duplexes, Valley Oaks, Verandas, Main Office, Supportive Maintenance and elderly high rises). This will allow maintenance staff to remove most debris at the larger properties on Mondays. However, KCDC is not mandating this suggestion.

41. **Locked Areas**

KCDC has these lock secured areas:

- Retention Pond at Lonsdale
- Eastport also has a locked area.
- Fenced areas around the HVAC units at Cagle Terrace
- Fenced areas around the HVAC units at Isabella Towers
- Fenced areas around the HVAC units at Supportive Maintenance

The successful supplier(s) will work out access with the site managers. KCDC may consider giving suppliers a key.

42. **Miscellaneous Resident Issues**

Some of our residents hang clothes out to dry. If they do, make sure that grass clippings are not thrown on them. Some residents do plant their own flowers and bushes.

It is important that your employees not damage these items. If you do, you will reimburse the resident. KCDC does not permit pools so if you see pools, contact the Senior Asset Manager. A few residents may put their dogs on leashes outside. If so, stay away from the dogs.

If there are issues with residents, these type items or otherwise, work with the Senior Asset Manager at the site. They are in charge of the property and can assist you.

43. **Mowing Cycle**

Depending upon which mowing scenario is selected, the supplier will either mow the sites on a seven or ten calendar days basis once the mowing season commences.

- a. From time to time KCDC may have to adjust this schedule. If so, the supplier will be notified in sufficient time to make appropriate arrangements.
- b. Supplier will not perform mowing services if excessive moisture is present. This is to prevent ruts in the grounds. Should the supplier mow and cause ruts, KCDC will expect the supplier to repair the ground (at no cost and to KCDC's satisfaction) and may apply penalties.
- c. While the supplier is guaranteed either 28 (7 day cycle) or 21 (10 day cycle) cuts per site per season, individual sites may elect, on occasion, to forego a cut while other sites are cut. However, by the end of the season, the supplier is guaranteed to mow each site 28 (or 21 depending on the cut cycle) times.

44. **Mowing Height**

Supplier shall mow to a height no greater than four inches and no less than three inches.

45. **Residences at Eastport**

Eastport consists of five gated buildings with narrow access. Suppliers will need a key FOB for entrance. Suppliers will not be able to get riding mowers inside the area and instead will need to use "push mowers." Additionally the supplier will have to remove the clippings from the site.

46. **Scheduling of Work**

Suppliers will:

- a. Cooperate with KCDC officials in performing work so that interference with KCDC's normal work is held to a minimum.
- b. Work around obstacles on the property. For instance, if a vehicle blocks a mowing area, suppliers are to cut as close as reasonably possible.
- c. Complete mowing assignments, at each site, within 48 hours of work commencement.
- d. Send each month's mowing schedule to the Senior Asset Manager and the Housing Operations Directors in advance.

- e. Whenever the schedule is adjusted, send a text, email or call the Senior Asset Managers and the Housing Operations Directors before mowing.
- f. Notify the property office once the mowing crew is on site.

47. **Sidewalks and Roads**

Suppliers shall:

- a. Keep clippings and debris off sidewalks and roads.
- b. Mow or trim the areas where sidewalks, curbs and road connect.
- c. Not be responsible for weeds growing in the middle of roads or parking lots.
- d. Mechanically edge along sidewalks once a year and during the remainder of the mowing season, these areas are to be string trimmed.

48. **String Trimming**

Suppliers shall string trim the areas listed below to the specified mowing height (no greater than four inches and no less than three inches).

- Courtyards
- Curbs
- Fencing
- Mulch Beds
- Mulch Rings
- Parking Lots
- Shrubs
- Sidewalks
- Structures
- Tree Rings
- Walkways

The supplier will trim all areas where a parking lot connects with a sidewalk or curb. Supplier is not responsible for trimming in cracks where parking lots do not connect with the sidewalk or curb.

49. **Treadmarks/Grass Stains**

The successful supplier shall strive to avoid leaving tread marks and grass stains on sidewalks, parking lots and other such surfaces. Supplier is responsible for removal of such stains in a timely manner and without any additional cost to KCDC.

50. **Submittal Instructions**

Submit your information in the order indicated below:

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Business Capabilities	Supplier
Solicitation Document E	Service Plan	Supplier
Solicitation Document F	References	Supplier
Solicitation Document G	Cost Proposal	Supplier

- a. Place your company's name on each page and number all pages consecutively
- b. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.

[This and the Previous Pages Do Not Need to be Returned](#)

Mowing Services Q2016
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow →

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

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Cell Number →

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

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

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

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

This business qualifies as Section 3 business (as defined by HUD): Yes No
51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30% or more of its workforce or commits to subcontract at least 25% of the project's dollars to a Section 3 business.

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No For a fee of _____

Supplier: _____

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.

Non-Collusion:

- 10. 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.
- 11. 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.

Accuracy of Electronic Copies:

- 12. 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.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC 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 KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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 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) _____

Mowing Services Q2016
Solicitation Document D Business Capabilities

Use this section of your response to detail your company’s qualifications. Include:

1. An introduction of not more than four paragraphs that includes an explanation of why KCDC should partner with you.
2. An overview of your company’s history
3. A description of your company’s capabilities
4. What differentiates you from your competition
5. An organizational chart that helps KCDC understand the staff that will assist with this work
6. The names of key personnel who will be involved in this project and indicate titles and roles
7. A list of subcontractors-if applicable
8. General Business Information

Years in business	
Years in business under this name	
Years performing this type of work	
Value of work now under award	
Value of work in place last year	
Number of Clients	
Would this award make KCDC your largest client?	
Percentage (%) of work usually self-performed (not sub contracted)	
What company do you use for pre-employment criminal background checks?	
What percentage of your equipment do you replace each year?	
Has your company:	
Failed to complete an award?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against supplier?	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. **Safety:**

Have you had any OSHA fines within the last three (3) years? 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years? 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.		

10. **Personnel:**

Area	Fulltime	Part Time
Clerical 		
Management 		
Laborers 		
Total Employees working for your company 		

11. **Major Commercial Grade Equipment Owned:**

Item	Quantity	Description/Note
Lawn Mowers (non-riding)		
Lawn Tractors/Riding Mowers		
Zero Turn Radius Mowers		
String Trimmers		
Blowers		
Bush Hogs		
Pickup Trucks		
Trailers		
Leaf Pickup Machines		
Edgers		
Other		

Use this section to detail how you plan to provide services to KCDC. Be specific and be detailed-KCDC does not have to ask additional questions unless it so desires. Use as many pages as necessary to help KCDC fully understand how you plan to service our needs.

Suppliers are to address these areas:

1. A narrative to show:
 - How the supplier will mobilize to service KCDC
 - Plan of action for large sites
 - Plan of action for family style sites
 - Plan of action for single family/duplexes/six-plexes
 - Plan of action for high rise buildings
 - Capability of spray chemicals (if any). Submit proof of licensure. Note that not having the capability to spray chemicals will not rule suppliers out.
2. Manpower proposed for the project (show for each site)
3. Timelines proposed for each site.
 - Day of the week
 - Start hour
 - Completion hour
 - Number of hours for the work
 - Number of employees for each site
4. Quality control measures.
 - Assurance that the total job is complete
 - Assurance that litter control is obtained before mowing
 - Assurance that machinery will operate while it is on site
 - Other information
5. Other information that the supplier wishes to supply to assist KCDC in the evaluation.

Part A: The proposal must include at least **five** specific references of similar accounts (PHAs or apartment complexes of a similar size and complexity are preferred). Present information in this format:

1. Entity Name
2. Contact name, Phone number and Email address
3. Description of the contract
4. Date service began
5. Date service ended (if applicable)

Part B: Notes to References

1. While you may have performed numerous services and/or may have had numerous contracts with an entity, each entity can only be one references. Thus if you serviced 18 different Knox County departments, it is one reference.
2. Advise the listed references that KCDC may contact them via email or SurveyMonkey.

Mowing Services Q2016

Solicitation Document G Cost Proposal

Part 1. Provide a specific price for each KCDC site for mowing services as specified. Also indicate the grand total. **Do not change KCDC's pricing structure.** If you wish to change the structure, submit a request to purchasing@kcdc.org and await a response.

Site	Address	7 Day Mowing Cycle	7 Day Mowing Cycle	10 Day Mowing Cycle	10 Day Mowing Cycle
		Cost Each Mow	Total Cost for 28 Mows	Cost Each Mow	Total Cost for 28 Mows
Austin Homes	Harriett Tubman Street	\$	\$	\$	\$
Autumn Landing	6331 Pleasant Ridge Road	\$	\$	\$	\$
Cagle Terrace	515 Renford	\$	\$	\$	\$
Cottages at Clifton Road	Clifton Road	\$	\$	\$	\$
Isabella Towers	1515 Isabella Circle	\$	\$	\$	\$
Lonsdale Homes (including Zavion Dobson Park)	2020 Minnesota	\$	\$	\$	\$
Love Towers	1171 Armstrong	\$	\$	\$	\$
Mechanicsville	2020 Minnesota	\$	\$	\$	\$
Montgomery Village	4530 Joe Lewis	\$	\$	\$	\$
Nature's Cove	2639 Bakertown	\$	\$	\$	\$
Northgate Terrace (including Northgate Garden)	4301 Whittle Springs Road	\$	\$	\$	\$
North Ridge Crossing	712 Breda Drive	\$	\$	\$	\$
Supportive Maintenance	302 E. Anderson	\$	\$	\$	\$
Support Maintenance Bullpen (<i>Monthly</i> string trimming)	302 E. Anderson	\$	\$	\$	\$
The Verandas	107 Flenniken	\$	\$	\$	\$
The Vista	957 East Hill	\$	\$	\$	\$
Valley Oaks	3504 Oak Branch Circle	\$	\$	\$	\$

Site	Address	7 Day Mowing Cycle Cost Each Mow	7 Day Mowing Cycle Total Cost for 28 Mows	10 Day Mowing Cycle Cost Each Mow	10 Day Mowing Cycle Total Cost for 28 Mows
Western Heights	1621 Jourolmon (includes the vacant land where buildings were demolished)	\$	\$	\$	\$
Five Points Area Properties					
Dollar General Store	2265 Martin Luther King Jr Ave.	\$	\$	\$	\$
Eastport I	579 McConnell Street	\$	\$	\$	\$
Eastport II	539, 549, 559 and 569 McConnell Street	\$	\$	\$	\$
Five Points Duplexes	301 & 303 Chestnut	\$	\$	\$	\$
Five Points Duplex	124 & 126 Chestnut	\$	\$	\$	\$
Five Points Duplex	2505 & 2507 Louise	\$	\$	\$	\$
Five Points Duplex	2511 & 2513 Louise	\$	\$	\$	\$
Five Points Duplex	314 & 316 Chestnut	\$	\$	\$	\$
Five Points Duplex	601 & 603 Chestnut	\$	\$	\$	\$
Five Points Duplex	2501 & 2503 Wilson	\$	\$	\$	\$
Five Points Duplex	519 & 521 Chestnut	\$	\$	\$	\$
Five Points Duplex	2451 & 2453 Selma	\$	\$	\$	\$
Five Points Duplex	2452 & 2454 Selma	\$	\$	\$	\$
Five Points Multiplex	300 S. Chestnut	\$	\$	\$	\$
Five Points Multiplex	317 & 319 Chestnut	\$	\$	\$	\$
Five Points Multiplex	721 & 719 Chestnut	\$	\$	\$	\$
Five Points Multiplex	401 – 423 Juanita Cannon St. (2 6 plexes)	\$	\$	\$	\$
Five Points Multiplex Vacant Lot	At the corner of Juanita Cannon and Selma Ave.	\$	\$	\$	\$

Site	Address	7 Day Mowing Cycle Cost Each Mow	7 Day Mowing Cycle Total Cost for 28 Mows	10 Day Mowing Cycle Cost Each Mow	10 Day Mowing Cycle Total Cost for 28 Mows
Residences at Five Points 1	2061 Bethel Ave	\$	\$	\$	\$
Residences at Five Points 2	Between Martin Luther King Jr & Kenner Ave and S. Olive \$ McConnell St.	\$	\$	\$	\$
Residences at Five Points 3	Between Martin Luther King Jr & Kenner & between McConnell & S. Kyle St.	\$	\$	\$	\$
Residences at Five Points 3 Vacant Lot	Corner of Kenner Ave & S. Kyle St.	\$	\$	\$	\$
Five Points Leasing Office & Boys & Girl Club	Corner of Kenner Ave & McConnell St	\$	\$	\$	\$
Passport Homes	1225 University	\$	\$	\$	\$
Passport Property	700 Alfreda Delaney	\$	\$	\$	\$
	Grand Total	\$	\$	\$	\$

My prices are valid only if I receive all of the sites that I provided pricing on: Yes No

Other Costs

Part 2 Per Each Costs

a. Cost for leaf removal:

Site	Total Cost for the Site per Leaf Pick Up
Austin Homes	\$
Autumn Landing	\$
Cagle Terrace	\$
Cottages at Clifton Road	\$
Isabella Towers	\$
Lonsdale	\$
Lonsdale Park	\$
Love Towers	\$
Mechanicsville	\$
Montgomery Village	\$
Nature's Cove	\$
North Ridge Crossing	\$
Northgate Terrace	\$
Northgate Terrace Garden	\$
Passport Homes	\$
Passport Residences	\$
Supportive Maintenance	\$
Valley Oaks	\$
Verandas	\$
Vista	\$
Western Heights (includes the vacant land)	\$
Five Points Area Properties	
Dollar General Store	
Eastport I 579 McConnell Street	
Eastport II 539, 549, 559 and 569 McConnell Street	
Five Points Duplexes	
Five Points Duplex 301 & 303 Chestnut	
Five Points Duplex 124 & 126 Chestnut	
Five Points Duplex 2505 & 2507 Louise	
Five Points Duplex 2511 & 2513 Louise	
Five Points Duplex 314 & 316 Chestnut	
Five Points Duplex 601 & 603 Chestnut	
Five Points Duplex 2501 & 2503 Wilson	
Five Points Duplex 519 & 521 Chestnut	

Five Points Duplex	2451 & 2453 Selma	
Five Points Duplex	2452 & 2454 Selma	
Five Points Multiplex	300 S. Chestnut	
Five Points Multiplex	317 & 319 Chestnut	
Five Points Multiplex	721 & 719 Chestnut	
Five Points Multiplex	401 – 423 Juanita Cannon St. (2 6-plexes)	
Five Points Multiplex Vacant Lot	At the corner of Juanita Cannon and Selma Ave.	
Residences at Five Points 1	2061 Bethel Ave	
Residences at Five Points 2	Between Martin Luther King Jr. Avenue & Kenner Avenue and S. Olive Street and McConnell Street.	
Residences at Five Points 3	Between Martin Luther King Jr. Avenue & Kenner & between McConnell & S. Kyle Street.	
Residences at Five Points 3 Vacant Lot	at the Corner of Kenner Ave & S. Kyle Street.	
Five Points Leasing Office & Boys & Girl Club	Corner of Kenner Avenue & McConnell Street	
Passport Homes		
Passport Property		

b. Mechanical Edging: \$_____ per linear foot

c. Discount if Awarded All Sites: _____%

Part 3 Additional Costs/Services Offered (if any):

a. \$_____

b. \$_____

c. Indicate any yearly pre-payment discount for routine services.

d. Indicate any service options and the associated costs.

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 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 Owner Entities:

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

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
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.

Mowing Services Q2016

Appendix 1 Insurance Requirements

Part Two: Term Sheet - Insurance Requirements

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