

Request for Proposals	
Solicitation name	Site Infrastructure Work for Western Heights Phases 2 & 3 C24014
Upload responses by	11:00 a.m. on January 29, 2024 (as KCDC's clocks show)
<u>Upload</u> your response at	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <ul style="list-style-type: none"> <u>All bids/proposals must be submitted through the Vendor Registry platform as one document.</u> When uploading bids/proposals, be sure to upload all required solicitation documents. Bids/proposals delivered by email, fax, USPS or in person will be rejected.
Solicitation Meeting	<p>There will be a non-mandatory solicitation meeting on January 17, 2024 at 9:00 a.m. in KCDC's Board Room at 901 N. Broadway in Knoxville.</p> <p>Come to the lobby and go up the stairs or ask the receptionist for access to the elevator.</p>
Plans/Blueprints	Concept design plans are available on KCDC's Procurement webpage.
Post Questions to	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <p>by 6:00 p.m. on January 23 2024.</p> <p style="text-align: center;">KCDC will not accept questions via email or telephone.</p>
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response.	



1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is an independent governmental entity serving as the affordable/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. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. In 2023, KCDC began infrastructure construction on the first of several phases of new development in connection with its planned, \$250M+ redevelopment of the Western Heights community. This solicitation is focused on the 2nd phase of infrastructure development that will support the 2nd and 3rd phases of residential development which will include approximately 180 new residential units and several non-residential / community-focused buildings. This solicitation is strictly related to the pre-construction and construction of the infrastructure and not the vertical construction of any residential or non-residential buildings. As a part of this solicitation and included on KCDC's procurement page are site maps of the Western Heights redevelopment and a concept plan of the infrastructure associated with this solicitation.
- d. KCDC is seeking proposals from qualified site infrastructure suppliers to assist with pre-construction efforts associated with an extensive infrastructure project covering approximately 20 acres in the Western Heights neighborhood of Knoxville. Specifically, KCDC is seeking an experienced site infrastructure supplier to provide pre-construction services such as developing and updating construction cost estimates based in-process construction drawings, developing construction schedules and identifying and isolating potential construction sequencing issues or opportunities, identifying value-engineering possibilities and making design recommendations, as well as providing other similar pre-construction services as may be requested by KCDC (collectively, "Pre-construction Services"). The supplier should be a well-established site contractor with significant experience in the direct oversight and management of large-scale, complex infrastructure projects that include mass grading, erosion control, retaining walls, installation of public utilities including storm water systems, water mains, sanitary mains and underground electrical and communication systems, as well as installation of public streets and sidewalks. KCDC has engaged Civil Engineering Consultants ("CEC") to develop construction drawings for the infrastructure as well as to provide construction administration services during construction. CEC began their design process in December 2023 and is expected to have 100% construction drawings complete by early

March 2024. In addition to the preliminary cost estimate required to as part of the supplier's submission under this solicitation, KCDC expects the selected supplier to provide at least one additional construction cost estimate based on 50% or 75% complete construction drawings. These interim cost budget will help to determine an initial project budget and identify value-engineering opportunities.

- e. KCDC anticipates selecting and engaging a supplier to provide Pre-construction Services in late January or early February 2024. Pre-construction services will be provided by the selected supplier during February and March pursuant to a purchase order based on the supplier's proposed cost to provide the Pre-construction services.
- f. At KCDC's request, the supplier will provide a fixed, not-to-exceed cost estimate based on 100% construction drawings in March 2024. KCDC, at its sole discretion, may enter into a binding contract with the supplier to construct the infrastructure pursuant to City-approved, 100% construction drawings. KCDC's decision to enter into a binding contract with the supplier will be based on the proposed construction contract amount, KCDC's confidence in the supplier's ability to execute the construction scope successfully, among other considerations ("Construction Phase"). KCDC shall have no obligation to compensate or contract with the supplier beyond the Pre-construction Service phase of this solicitation. KCDC, does however, have a desire to work with the selected supplier during both the Pre-construction Service phase as well as the Construction Phase. KCDC anticipates entering into a binding contract with the supplier for the Construction Phase to be sometime in April or May 2024 depending on supplier's budgeting process, status of the construction drawings and City plans review and permit issuance. Construction Phase work would be expected to be stated immediately after execution of the contract and upon receipt of all permits and other necessary governmental approvals.
- g. As a part of this solicitation and included on KCDC's procurement page is a draft copy of the binding contract that will be used in the event KCDC elects to engage the supplier to serve as the contractor during the Construction Phase. The contract may be based on the site being determined as a classified or unclassified site. The supplier should review the contract with the expectation that this contract would be the form used in the event KCDC elects enter into a contract with the supplier for construction services. No material changes to the contract form will be entertained by KCDC after the supplier has been selected under this solicitation.

2. **Bonds**

Bid, payment and performance bonds are required if and when KCDC elects to engage the awarded supplier for the Construction Services phase. If so, the supplier will provide bonds at that time including performance and payment **bonds** for 100% of the contract price. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. **Changes after Award**

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

4. **Codes and Ordinances**

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

5. **Contact Policy**

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

6. **Contract Approval**

The resulting award is not subject to KCDC’s Board approval. However, entering into a contract with the supplier for the Construction Phase will require KCDC board approval which would likely occur in March or April 2024.

7. **Contract Documents**

KCDC has posted a prototype of the standard contract and rider that will be used to its webpage. Please review these documents before submitting a proposal.

8. **Damage**

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

9. **Employees**

Supplier will:

- a. 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.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Employee’s parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle’s side, laminated paper with the company name placed on the dashboard or other means.

10. Entrance to Sites

Supplier’s employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC’s behalf will not accompany employees on KCDC sites.

11. Equipment

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

12. 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, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC will review all proposals and reserves the right to request additional necessary information, 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. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC’s best interest and consistent with good business practices.
- c. KCDC may require oral presentations as part of the evaluation process. Typically, this will be for those that are shortlisted. KCDC will provide details about the meeting to the suppliers that are selected.
- d. KCDC reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in KCDC’s best interest.
- e. KCDC plans to award to the best overall supplier presenting the most advantageous proposal (in its entirety) with the maximum points available and based on the following evaluation scale:

Factors	Maximum Points
Construction Manager's Experience & Resources <ul style="list-style-type: none">• Construction management and oversight of similar infrastructure projects• Key Personnel• Current Workload and ability to start the Construction Phase in the second quarter of 2024• References	70

Construction Cost Estimate	15
<ul style="list-style-type: none"> • Cost Estimate based on partially completed construction drawings provided with this solicitation (or adjusted as necessary to reflect proposer’s assumptions) 	
Cost of Services	15
<ul style="list-style-type: none"> • Contractor Fees (fee to provide Pre-construction Services) • Contractor Fees (overhead and profit during the Construction Phase) 	7.5 7.5
Total	100

13. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions found in KCDC’s “General Instructions to Suppliers.” The following paragraphs in the General Instructions to Suppliers do not apply to this solicitation: 18a,18b, 34a, 46a, 46b, 46d, 46e, 47f, 54, 59, 67 and 71.

14. Insurance

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

15. Invoicing/Ordering

- a. Until a purchase order is in place, do not perform work or deliver goods.
- b. KCDC will process pay applications once per month and pay by ACH. Suppliers 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. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract.

16. Licensure

Suppliers must be properly licensed by the State of Tennessee and all other authorities having authority. Throughout the term of this contract, the supplier shall keep the required licensure.

17. Liquidated Damages

Liquidated damages will be contemplated under the Construction Phase contract. The amount of liquidated damages per calendar day for each day beyond the scheduled completion date will be determined in the event the supplier is engaged to provide Construction Phase services.

18. Measurements and Drawings

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

19. Permits

The supplier shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, supplier shall arrange, schedule and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required owner utilization permits for the work.

20. Safety/OSHA Guideline Compliance

- a. Public safety is of prime concern to KCDC, and all costs associated are the supplier's responsibility. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- b. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other suppliers) from entering work areas.
- c. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.

- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

21. Salvage of Materials

- a. All rights, title and other interest of KCDC in and to buildings, structures and other property to be removed is vested in the supplier. All salvage becomes the supplier's property but storage of such materials on site will not be permitted except for the duration of the contract. Personal property of third persons or occupants of buildings on the site shall not become the property of the supplier.
- b. As appropriate, suppliers are encouraged to recycle/reuse salvage materials rather than depositing them in a landfill. Regardless, all applicable hazardous materials requirements must be met.

22. Security

The successful supplier is responsible for providing any necessary security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

23. Site Examination

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

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

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid or proposal.

24. Small Business Outreach

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

25. Smoke Free Policy

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

- No smoking on any KCDC property
- No e-vape or similar usage on any KCDC property
- The Smoke Free policy applies in personal or corporate vehicles on KCDC's property

26. Storm Water and Street Ordinances

- a. The successful supplier will comply with all City of Knoxville o Storm Water and Street ordinances as well as any other local, state or federal storm water management requirements, and as required in the Project's plans and specifications.
- b. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm Water and Street Ordinances.
- c. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

27. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the federal government, HUD's nor the State of Tennessee's debarment lists.
- d. Not be changed without owner's permission.

28. Time for Completion

The successful supplier should assume at least two months of Preconstruction Services as noted in section 1 of this solicitation. Should KCDC engage the supplier for the Construction

Phase, the supplier will work with KCDC to develop a satisfactory schedule that coordinates the sequencing of the work.

29. Wage Compliance Requirements

The City of Knoxville is providing funds to KCDC for this project. As a result, the City's prevailing wage requirements are applicable to this contract in lieu of Davis-Bacon requirements.


- a. The supplier agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § Tennessee Code Annotated 12-4-401 et seq. For this contract, the prevailing wage rates shall be the wage rates incorporated in these documents.

KCDC reserves the right to demand the payroll records of supplier at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by supplier to provide KCDC with said records within ten working days of the written notice shall constitute a breach of this contract

- b. The supplier must display the attached wage rates and laws at the job site. Highway classification descriptions are found in the State of Tennessee Department of Labor & Workforce Development's document "Classification of Workers Under Tennessee's Prevailing Wage Law – Highway Construction Crafts."
- c. The supplier and subcontractors shall submit certified payrolls to KCDC each week in which any work occurs. During construction, if the work of the supplier or subcontractor will be interrupted for a week or more, the supplier will place the following statement on the signature sheet of the payroll for the last week in which work occurred: "No additional work will be performed until further notice."
- d. In the event a work stoppage of a week or more occurs which is not anticipated, KCDC shall be furnished the following statement on the signature sheet of the payroll form for the week immediately after the week in which work was interrupted: "No work performed, and no work will be performed until further notice."
- e. When work has ceased in either case as stipulated above, the supplier or subcontractor shall note the following statement on the payroll for the week on which work is resumed: "Last previous work was performed the week ending _____."
- f. Fringe benefits are not required.
- g. KCDC has confirmed that suppliers may use the "Unskilled Laborer" rate of \$13.11 for asbestos removal workers for this job.

- h. For more information see <https://www.tn.gov/workforce/employees/labor-laws/labor-laws-redirect/wages-breaks/prevailing-wage.html>

2024 HIGHWAY PREVAILING WAGE RATES

		
CLASSIFICATION	CRAFT NUMBER	2024
Blaster	1	27.34
Bricklayer	2	19.71
Carpenter/Leadsperson	3	25.07
Class "A" Operators	4	28.96
Class "B" Operators	5	26.21
Class "C" Operators	6	27.79
Class "D" Operators	7	26.60
Concrete Finisher	8	24.30
Drill Operator (Caisson)	9	40.10
Electrician	10	36.54
Farm Tractor Operator (Power Broom)	11	21.05
Ironworkers Reinforcing	12	26.93
Ironworkers (Structural)	13	23.35
Large Crane Operator	14	31.55
Mechanic (Class I) Heavy Duty	15	31.49
Mechanic (Class II) Light Duty	16	29.23
Painter/Sandblaster	17	36.45
Skilled Laborer	18	24.59
Survey Instrument Operator	19	30.62
Sweeping Machine (Vacuum) Operator	20	25.93
Truck Driver (2 axles)	21	24.63
Truck Driver (3/4 axles)	22	24.29
Truck Driver (5 or more axles)	23	28.85
Unskilled Laborer	24	21.84
Worksite Traffic Coordinator	25	28.04

Effective 01/01/2024

30. Weather

KCDC provides allowances for excessive inclement weather since this solicitation calls for liquidated damages-provided the supplier exceeds the guaranteed number of days for completion. Extensions to contract time for approved weather days are detailed below and will be referenced in the binding contract should the supplier be engaged for Construction Services.

a. Extensions of Contract Time

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

b. Standard Baseline for Average Climatic Range

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

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
7.4	7.5	8.1	7.3	7.9	7.1	7.8	6.0	4.8	5.2	7.2	7.9

c. Adverse Weather and Weather Delay Days

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four-hour period:

- a. Precipitation (rain, snow or ice) in excess of one-tenth inch (0.10”) liquid measure.
- b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
- c. Standing snow in excess of one inch (1.00”).

2. Adverse weather may include, if appropriate, “dry-out” or “mud” days when all of the following are met:

- a. For rain above the Standard Baseline.
- b. Only if there is a hindrance to site access or site work, such as excavation, backfill and footings.

- c. At a rate no greater than one make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the KCDC.
3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the supplier's scheduled workday, including a weekend day or holiday if the supplier has scheduled construction activity that day.
- d. Documentation and Submittals
 1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
 2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the KCDC at the beginning of the project.
 3. Maintain a rain gauge, thermometer and clock at the jobsite. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
 4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
 5. Organize claim documentation on calendar month periods and submit in accordance with the procedures for claims established by the KCDC.
- e. Approval by KCDC
 1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
 2. KCDC shall not incur extra costs for any extra time increase to the contract.

31. **Organize your proposal in this structure:**

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Affidavits
Solicitation Document C	Introduction
Solicitation Document D	Experience & Resources
Solicitation Document E	Construction Cost Estimate
Solicitation Document F	Costs
Solicitation Document G	Insurance Agent Statement
Other Information	Use this area to provide other information demonstrating your abilities to best perform these services for KCDC.

Note: Your submittal's first page is KCDC's Solicitation Document A.

This and the preceding pages do not need to be returned to KCDC.

Solicitation Document A		General Information about the Supplier				
Note: Complete all cells even if the answer is "Does not apply"						
Sign Your Name to the right						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature means you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and KCDC's Invoicing Expectations. Further, it means that you are authorized to bind the supplier to your offer. Your signature certifies that you and any other required representative reviewed the information KCDC provided and that the information submitted is accurate.						
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at www.kcdc.org . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.						
Acknowledge addenda have been issued by checking below as appropriate:						
None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
4. This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount Statement						
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.						

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. Submission of this form certifies that no conflicts of interest exist.

Drug Free Workplace Requirements

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

Eligibility

5. 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

6. Supplier understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer. Further, such offer is genuine and is not a sham offer.

Iran Divestment Act

7. 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 the Iran Divestment Act (TCA 12-12-101 et seq.).

General

8. Neither the supplier nor any of its officers, partners, owners, agents, representatives, or employees or has in any way colluded conspired, connived or agreed, directly or indirectly, with any other 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.

- 9. The 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.




No Contact/No Advocacy Affidavit

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

Non-Boycott of Israel Affidavit

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

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

Signed by		
Printed Name		
Title		

This is a brief one-to-two-page introductory letter that:

1. Provides a high-level introduction of your company.
2. Explains the type of organization (Corporation, Partnership, Joint Venture, LLC, et cetera).
3. State of Tennessee Contractor's License Number, Expiration Date, Classification and Limit.
4. Explains why you are interested in this work for KCDC.

Use this section to provide:

1. Provide a summary of similar projects completed in the last five to seven years. Highlight and provide details (project dates, client info, budget/costs, project size, et cetera) for projects that were comparable infrastructure projects where your firm served as the contractor overseeing and responsible for the construction of the infrastructure.
2. Describe the proposed roles and estimated involvement for the listed key personnel during pre-construction, construction, and/or throughout the project and provide a summary of each individual's professional experience.
3. Your current workload (committed projects that are either in construction and pre-construction) and the respective scheduled completion dates for each project.
4. Identify any components of the Scope of Work included in the RFP that the organization is unable to perform or if additional scope should be included but is not currently listed
5. Provide three references. References should include clients on one or more of the projects highlighted in the section above. Reference information includes a description of the work perform, the contact person and their phone and email address.

Use this section to provide:

1. Provide a complete construction budget based on the partially complete construction drawings by CEC. Please break out costs associated with mass grading, storm water, and utilities (sanitary and domestic water), paving and concrete, general conditions, contractor fees and other costs (identify other costs).

2. The construction budget should be based on the drawings provided as part of this solicitation. To the extent any assumptions need to be made in order to produce a complete and more accurate budget, please note those assumptions and accompany them with your schedule of values as noted above. Owner reserves the right to request additional information from all proposers in order to ensure that cost estimates can be effectively evaluated.

Solicitation Document F | Costs

Use this section to provide information that explains your fee proposal and supports your financial strength to provide the necessary bonding capacity. Include:

1. Cost Items Details (do not alter the structure below).

a	State the fee for Pre-construction Services.	\$
b	Provide a proposed construction management fee including overhead and profit applicable to this project assuming the supplier is engaged to provide Construction Services.	%

2. Provide a summary of the organization’s financial capability to ensure a payment and performance bond in an amount equal to 100% of the construction cost limitation noted above.
3. A listing of current and projected bonding capacity within the next 12 months to 24 months.

I have reviewed the insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may be entailed with the coverages.

Insurance Agency 1 Name: _____

Authorizing Signature: _____

Insurance Agency 2 Name: _____

Authorizing Signature: _____

Insurance Agency 3 Name: _____

Authorizing Signature: _____

Bidder's/Proposer's Statement and Certification:

I certify that:

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

Proposer's Name: _____

Authorizing Signature: _____

Return this page with your proposal.

1. Insurance Requirements

The Contractor shall maintain, at Contractor'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: VIII or better. Upon award, the Contractor shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages.

The Contractor 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 Contractor under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Contractor to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Contractor under this contract.

- a. **Commercial General Liability and Umbrella/Excess 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 with a minimum of \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

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

Unless the Umbrella/Excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the Contractor shall add by endorsement, KCDC its officials, officers, employees, and volunteers as an additional insured.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

- 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 contractor 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.

See paragraph “f.1.” for exact naming of certificate holder and additional insured.

- 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 and Employers Liability with a minimum limit of \$500,000 each employee/accident/policy.
- d. **Pollution Liability Insurance:** coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor’s operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.
- e. **Builder’s Risk:** Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Contractor agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

Coverage shall insure *without limitation* against the perils of fire (with extended coverage) and physical loss or damage including, but not limited to and without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, testing and startup, temporary buildings, portions of the work stored off site, all portions of the work in transit, debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

Coverage shall insure without limitation slab on grade, excavations, foundations, caissons, tenant finish work, and retainage walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted.

Insurance is to cover all property of Contractor (and its subcontractors), Owner and all certificate holders as their interest may appear.

Coverage shall include soft costs resulting from damage or destruction to insured property on-site and while in transit including flood, earthquake and earth movement when such perils are required.

Such insurance shall cover continuing expenses not directly involved in the direct cost of construction/renovation, including expense incurred upon money borrowed to finance construction or repair, continuing interest on mortgage loans, advertising, promotion, realty taxes and other assessments, the cost to the insured of additional commissions incurred upon re-negotiating leases, and other expenses incurred as a result of property loss or destruction by an insured peril.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

f. Other Insurance Requirements:

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

The certificate holder and additional insured:

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

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit contractor 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 contractor 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. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. 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.
7. 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.

8. All policies must be written on an occurrence basis.
9. **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 Contractor with the exception of:

Umbrella: \$5,000,000 per occurrence umbrella is preferred, but not required

Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

- g. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- h. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Contractor 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 contractor 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 (Contractor & Subcontractors)	\$1M / \$2M
Umbrella (Contractor)	\$5M
Auto (Contractor & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Contractor & Subcontractors)	Statutory limits / \$500,000 Employer's Liability
Pollution Liability (Contractor)	\$1M / \$2M
Builder's Risk	All-Risk, Replacement Cost and Completed Value Form
30-day cancellation (Contractor & Subcontractors)	Required– must indicate on COI

Primary non-contributory (Contractor & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Contractor & Subcontractors)	Required – must indicate on COI

This and the preceding 4 pages do not need to be returned to KCDC.
