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Invitation for Sealed Bids

| | |
|--|--|
| Solicitation Title | Flooring Services at Love Towers |
| Solicitation Number | C19019 |
| Due Date/Time | By 2:00 p.m. on February 15, 2019 |
| Deliver Responses to | Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  |
| | The Procurement Building 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Printed responses required | <input checked="" type="checkbox"/> Yes <input 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 |
| Solicitation Meeting Date | February 5, 2019 |
| Solicitation Meeting Time | 1:00 p.m. |
| Solicitation Meeting Location | In the "Social Hall" at Love Towers (1171 Armstrong Avenue) |
| Questions About This Solicitation | KCDC will not accept questions via telephone. Submit questions to purchasinginfo@kcdc.org by 4:00 p.m. on February 12, 2019. |
| Award Results | KCDC posts a summary of the responses received and the award decision to http://www.kcdc.org/procurement/ |
| Open Records/Public Access to Documents | All documents provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements. |
| Plans/Blueprints | Not applicable |

Check KCDC's webpage for addenda and changes before submitting your response

General Information

1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. 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 Development, LP; Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Lonsdale, LP; North Ridge Crossing, LP; and Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. KCDC wishes to hire a supplier to install a new floating Luxury Vinyl Plank flooring system in its Guy B. Love Apartment Complex located at 1171 Armstrong Avenue in Knoxville, Tennessee 37917. This floating system will not be attached to the existing floor other than at the perimeter. Technical details are in the Scope of Work section.

2. **Bonds**

Bid, payment and performance bonds are required if the bid exceeds \$100,000 in value. Bonding requirements include:

- a. A bid bond from each supplier equivalent to five percent (5%) of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. Performance and payment bonds for 100% of the contract price.
- c. 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 service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

4. **Codes and Ordinances**

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

5. **Contact Policy**

The supplier may not contact KCDC's staff or Board members, other than the KCDC's Procurement Division, about matters pertaining to this solicitation, from its issuance until its award.

Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

6. **Contract Approval**

The resulting contract is subject to KCDC's Board approval.

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 bid.

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 services requested herein.

9. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- 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 owner'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.

10. **Entrance to Sites**

Supplier employees are not to be on KCDC' premises unless they are working on the project. Acquaintances, family members, assistants, or any person not working on owner'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**

KCDC will evaluate this as a formal sealed bid and the award is to the “lowest and best.” 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 is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

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 set forth in KCDC’s “General Instructions to Suppliers.”

14. **Insurance**

See Appendix A.

15. **Invoicing**

- a. KCDC will process pay applications once per month.
- b. 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. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC’s Supplier Portal to track actual payments made.
- d. KCDC’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax.

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**

- a. Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed as required by the State of Tennessee’s “Contractor’s Licensing Act of 1994.”
- c. The Executive Director of the State Contractor Licensing Board says one of these licenses is required:

- BC
 - BC-B
 - BC-b(sm)
 - BC-4 (flooring)
- d. Any subsequent rulings by the State Licensing Board automatically revise these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
- e. Additional information is at <https://www.tn.gov/commerce/regboards/contractors.html>.

17. **Liquidated Damages**

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. This applies to both the infrastructure and the construction work. KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

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. **Representations**

By submitting a response, the supplier certifies:

- 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. That the supplier carefully examined the plans, specifications and the worksite and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

21. **Safety**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

22. **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 any and all positions that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of owner's 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
1. 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 (forms supplied by KCDC) provided one is not already on file.
2. A Section 3 Business plan for this work.

23. **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.

24. **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.

25. **Smoking Policy**

KCDC have a Smoke Free policy that applies to you, your employees and all subcontractors. This policy mandates:

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

HUD definitions include:

- ✓ "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- ✓ Property means all KCDC owned buildings, parking lots, streets, structures and **land**.

Should supplier staff be observed violating these requirements, KCDC's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences; KCDC may ask the supplier to not send the employee to owner's property. Repeated offenses may result in forfeiture of your awarded "contract."

26. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Comply with the federal Davis Bacon requirements and submit certified payrolls.

- d. Not be on HUD’s Debarment List.
- e. Not be changed without owner’s permission.

27. Time for Completion

Supplier will complete the entire primary project (see the scope of work section) within 60 calendar days from the date of the Notice To Proceed. Upon award, the successful supplier will work with KCDC to develop a schedule that is satisfactory.

The secondary work, re-flooring vacant units, will be completed within three business days of notification. All secondary work will be completed by 12-31-19.

28. Wage Compliance (Davis Bacon Requirements)

Federal Davis Bacon Wage Requirements apply to this work. The successful supplier will:

- a. Submit certified payrolls showing compliance with the Davis Bacon requirements herein. Failure to do so is sufficient cause for withholding payment and/or termination of the contract.
- b. Must pay its employees at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Will display all pages of Wage Posters, in a “prominent spot” at the job site. These are available from the Procurement Division.
- d. Will allow KCDC to conduct on-site Davis Bacon interviews of the supplier’s employees. KCDC will use HUD forms and record the information.
- e. Classify employees by the applicable Davis Bacon classification. Classifications are determined by the work performed and the tools used-not by job titles.
- f. General Decision Information for the work:

| | |
|-------------------------|---|
| General Decision Number | TN190092 |
| Date | 01-04-19 |
| State | Tennessee |
| Construction Types | Building |
| Counties | Knox County in Tennessee |
| Residential | Building Construction Projects (does not include single-family homes or apartments up to and including 4 stories. |
| Modification Number | 0 |

Classifications and rates:

| Classifications and Rates | Rate | Fringe 1 |
|---|-------------|-----------------|
| Boilermaker | \$30.07 | \$21.61 |
| Bricklayer | \$27.03 | \$2.29 |
| Carpenter including drywall hanging but excludes cabinet installation and scaffold building) | \$14.79 | \$0.25 |
| Drywall Finisher/Taper | \$14.09 | \$0.24 |
| Electrician including alarm installation | \$25.12 | \$11.30 |
| Glazier | \$14.89 | \$2.69 |
| HVAC Mechanic (Installation of HVAC unit only. Excludes installation of HVAC pipe and duct). | \$12.75 | \$1.49 |
| Ironworkers, Structural and Reinforcing | \$27.77 | \$14.22 |
| Laborer: Common or General | \$12.62 | \$2.45 |
| Laborer: Mason Tender-Brick | \$12.74 | \$0.00 |
| Laborer: Roof Tearoff | \$9.75 | \$0.49 |
| Operator: Bobcat/skid steer/skid loader | \$17.05 | \$0.00 |
| Operator: Mechanic | \$18.33 | \$3.67 |
| Operator: Paver (Asphalt, Aggregate and Concrete) | \$13.50 | \$0.00 |
| Operator: Roller | \$13.98 | \$0.00 |
| Pipefitter includes HVAC pipe installation | \$29.01 | \$13.90 |
| Plumber excludes HVAC pipe installation | \$18.73 | \$4.23 |
| Roofer: Built up roof | \$12.74 | \$0.00 |
| Roofer: Rubber Roof | \$16.82 | \$4.77 |
| Roofer: Single Ply Roof | \$16.50 | \$0.32 |
| Sheet Metal Worker: Includes HVAC duct and metal roof installation but excluded siding/wall panel installation on metal buildings | \$14.88 | \$1.48 |
| Tile Finisher | \$10.00 | \$0.74 |
| Truck Driver includes dump truck, material truck and pickup truck | \$12.56 | \$0.00 |
| Welders: Receive rate prescribed for craft performing operation to which welding is incidental. | | |

- g. Suppliers may not “use a classification” because there is not one listed that exactly identifies the work performed. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). To request an additional classification:
- Write a brief letter to KCDC (upon award) stating the title needed and the proposed pay rate. Indicate that the employees agree with the rate and are in agreement with the rate. The rate must bear a reasonable resemblance to other rates on the classification.
 - If the additional classification is for a subcontractor, the subcontractor writes a similar letter to the General Supplier who then sends a cover letter to KCDC officially requesting the classification.
 - KCDC will review the request and forward it to HUD and officially request it or KCDC will suggest that the supplier revise the request.

- HUD will review the request and approve it (or decline it) and send it to the Department of Labor for final approval.
- The Department of Labor will either approve the request or recommend a different minimum rate.
- HUD will notify KCDC of the decision.
- Should either HUD or the Department of Labor require a higher minimum rate, KCDC will notify the supplier. The higher minimum rate, if any, must be paid for work completed (back wages) and for all future work under this project.

- h. These requirements apply to all subcontractors that are used by the successful supplier.
- i. Davis Bacon rates are locked in at the bid opening provided that a contract is awarded within 90 days. If a contract is not awarded within 90 days after the bid opening and if a new decision is released, it will apply. Modifications released 10 days or less before a bid opening are not applicable as there is not time to incorporate the changes in the bid.
- j. In all cases however, suppliers are required to adhere to Davis Bacon standards as the Department of Labor determines - irrespective of any announcements KCDC may have made.

29. **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.

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 or 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.

Scope of Work

30. Description of Desired Work

KCDC intends to hire a supplier to install a new LVP floating system and new cove base over the existing VCT and VAT layers (two) at its property called Guy B. Love Towers. This site consists of two towers called the "A" and "B" building.

a. Primary Work in the "A" building:

- Install the LVP in the Common Areas:
 - Social Hall
 - Kitchen
 - Pantry Closets
 - Hallways
 - Front and Back Lobby's
 - Conference Room
 - Recreational Offices
 - Case Management Offices and Closets
- This is approximately 11,375 square feet

b. Primary work in the "B" building

- Install the LVP in the:
 - Lower entry lobby
 - Hallway
 - First Floor courtyard entry lobby and adjoining hallways
 - 2nd Floor
 - Elevator lobby area and hallway areas

c. Upon award, the supplier will complete one specific area as a mock up for approval before moving onto the remaining areas.

d. Vacant Apartments

- As funds allow and as vacancies occur, KCDC will have the supplier install the same tile in the apartments. The bathrooms in vacant units will be evaluated during the walk through to determine if they will be included or not.
- In 2018, KCDC had a total of 66 apartment vacancies and suppliers should not expect any more during this project. Those vacancies were divided:

| Apartment Size | Square Footage | Vacancies in 2018 |
|-----------------------|-----------------------|--------------------------|
| Efficiencies | 371 | 32 |
| 1 Bedroom | 529 | 30 |
| 2 Bedrooms | 703 | 4 |
| | | 66 |

- Work must be completed within three business days of notification of availability.

- KCDC will have stripped the floors before notifying the supplier that the vacant apartment is ready for flooring.
- KCDC staff will remove appliances before the work commences.
- The one bedroom units behind the elevators have different floorplans than the other one bedroom units.

e. Materials (or equal)

- LVP: Gerflor Creations Click System (20 mil wear layer)
- Base: Johnsonite Cove Base 4"x4' (Where existing and where no base is present)
- Colors: Owner to determine from standard colors
- Adhesive: Spay-Lock for perimeter installation
- Transitions: Johnsonite transitions at floor changes

f. Preparation

The bid price includes normal minimal floor preparation.

g. Exclusions

- Major floor preparation, grinding, leveling and moisture remediation
- Installation of quarter round or shoe mold trim (however quarter round or shoe mold trim is to be painted to match the wall color)
- Moving of appliances and furniture

Flooring Services at Love Towers C19019
Solicitation Document A General Information and Cost

General Information about the Supplier

Sign Your Name to the Right of the Arrow →

By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

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
 (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons) Yes No

This business qualifies as a Section 3 business by defined herein Yes No

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.

Flooring Services at Love Towers C19019

Solicitation Document A Costs

| Cost Information | | |
|--|-----|----|
| Total Primary Work in the "A" building: <ul style="list-style-type: none"> ○ Social Hall ○ Kitchen ○ Pantry Closets ○ Hallways ○ Front and Back Lobby's ○ Conference Room ○ Recreational Offices ○ Case Management Offices and Closets | \$ | |
| Total Primary work in the "B" building <ul style="list-style-type: none"> ● Install the LVP in the: ● Lower entry lobby ● Hallway ● First Floor courtyard entry lobby and adjoining hallways ● 2nd Floor ● Elevator lobby area and hallway areas | \$ | |
| Total for all primary work A and B Buildings | | \$ |
| Alternate Deduct 1: 7th Floor Hallway Building B | -\$ | |
| Alternate Deduct 2: 6th Floor Hallway Building B | -\$ | |
| Alternate Deduct 3: 5th Floor Hallway Building B | -\$ | |
| Alternate Deduct 4: 4th Floor Hallway Building B | -\$ | |
| Alternate Deduct 5: 3rd Floor Hallway Building B | -\$ | |
| Alternate Deduct 5: 2nd Floor Hallway Building B | -\$ | |
| Unit Prices for As Needed Vacant Apartment Services | | |
| Cost Per Efficiency Apartment | \$ | |
| Cost Per 1 bedroom Apartment | \$ | |
| Cost Per 1 bedroom Apartment with different floor plan | \$ | |
| Cost Per 2 bedroom Apartment | \$ | |

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/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

- 10. Neither the said supplier nor any of its officers, partners, KCDC, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
- 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, KCDC, 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 or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to owner’s staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon

Act (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) _____

Flooring Services at Love Towers C19019
Solicitation Document D Good Faith Compliance Affidavit

The supplier must demonstrate a good faith effort to utilize Minority Owned Businesses (MOB) and Woman Owned Businesses (WOB). To assist in this effort, KCDC posts the web links of organizations, which can provide suppliers with a list of minority and women owned businesses on its web site. These lists can be useful to the supplier in preparing a response to this solicitation.

Place a checkmark in either Section One or Section Two of this form. Provide the information in Section One if you check that box.

Section One The following companies were asked for pricing for the attached bid. Provided the listed companies meet bid document requirements and their pricing is competitive, it is our intent to use the companies listed. Attached hereto or to be provided to KCDC within five calendar days of solicitation opening is our Form of Commitment/Statement of Effort (**failure to submit Form of Commitment/Statement of Effort timely is cause to reject the bid.**)

| Company Name | Person | Product/Service | MOB | WOB |
|--------------|--------|-----------------|-----|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Section Two MOB/WOB's were not contacted because sub-suppliers/contractors will not be needed to complete the contract and all work will be completed by the supplier. Other MOB/WOB's not shown above, will be considered during the duration of the contract in the event the supplier decides additional subcontractors or supplier will be used (to complete all or part of the contract).

| | |
|--|--|
| Signed by | |
| Print Name and Title | |
| Subscribed and Sworn to before me on this date | |
| By | |
| Notary Public (stamp/signature) | |
| My Commission Expires on | |

Flooring Services at Love Towers C19019
Solicitation Document E Form of Commitment: Minority Owned Business/Woman Owned Business

Place a checkmark in either Section One or Section Two of this form.

Section One Does not apply - MOB/WOB subcontractors will not be used. (Stop Here)

Section Two MOB/WOB Subcontractors will be used. (Complete this page)

I, _____ do certify the supplier has or will enter into a formal agreement with the MOB/WOB enterprise for work listed in this schedule.

| Supplier Name | M O B | W O B | Contact Person | Type of Supplies to be Provided | Type of Work to be Performed | Dollar Value of Supplies or Service |
|---------------|-------------|-------------|----------------|---------------------------------|------------------------------|-------------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

COMPLETE THE FOLLOWING BOXES IF BOX ABOVE WAS NOT COMPLETED

The following companies were listed on the Good Faith Compliance Affidavit submitted with my bid.

| Company Name | Person | Product/Service | MOB | WOB |
|--------------|--------|-----------------|-----|-----|
| | | | | |
| | | | | |
| | | | | |

Explain why each of the above companies could not be used to provide the needed products or services.

| Company Name | Reason |
|--------------|--------|
| | |
| | |
| | |
| | |

Above information submitted by _____

Printed/Typed Name and Title: _____

Part One: Statement of Insurance Requirements

1. INSURANCE

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- :VI 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 Insurance:** occurrence version commercial 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 (\$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.

See paragraph "e.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 Contactor 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 "e.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.

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. Other Insurance Requirements:

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

The certificate holder and additional insured:

Knoxville's Community Development Corporation (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.

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

Part Two: Term Sheet - Insurance Requirements

Term Sheet - Insurance Requirements
Flooring Services at Love Towers C19019

| | |
|---|---|
| Owner: Knoxville's Community Development Corporation (KCDC) | |
| Certificate Holder | Knoxville's Community Development Corporation 901 N Broadway Knoxville, TN 37917 |
| Additional Insured | Knoxville's Community Development Corporation (KCDC), its officials, officers, employees, and volunteers 901 N Broadway Knoxville, TN 37917 |
| GL (Contractor & Subcontractors) | \$1M / \$2M |
| Auto (Contractor & Subcontractors) | \$1M (owned, hired, & non-owned) |
| WC & Employers Liability (Contractor & Subcontractors) | Statutory limits |
| Pollution (Contractor) | \$1M / \$2M with 3 year Discovery; with Retro Date at least equal to contract date |
| 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 |

Solicitation Document F Envelope Coversheet for Flooring Services at Love Towers C19019



State Law requires certain supplier license information on the front of your envelope. You are responsible for providing the correct information on the envelope front but KCDC provided this form as a guide to help you. Failure to supply this information may invalidate your bid. **Attach this completed page to the front of your bid envelope**

| | | | |
|---|-----------------------|--|--|
| Bid Due Date/Time | 02-15-19 at 2:00 p.m. | | |
| State of Tennessee Supplier's License Holder Name | | | |
| State of Tennessee Supplier's License Number | | | |
| Pertinent State of Tennessee Supplier's License Classification | | | |
| State of Tennessee Supplier's License Expiration Date | | | |
| Subcontractors to be used on this project (If subcontract work is not required, write "none required") | | | |
| Electrical Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| HVAC Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| Masonry Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |
| Plumbing Subcontractor Name on the State of Tennessee's Supplier's License | | State of Tennessee Supplier License Number | |
| State of Tennessee Supplier License Classification(s) | | Expiration Date of State Supplier's License | |

Advisements:

1. KCDC will not consider notes changing the bid written on the bid envelope.
2. For the listed subcontractor types above, you may only list one firm.
3. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>