

Invitation for Sealed Bids	
Solicitation name/number	HVAC Replacement for Eastport 2 C25001
Upload responses by	11:00 a.m. on July 19, 2024
Upload your response to	<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. Upload your response as ONE document. <p>Bids/proposals delivered by email, fax, USPS or in person will be rejected.</p>
Post Questions to	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <p>by 6:00 p.m. on July 12, 2024.</p> <p style="text-align: center;">KCDC will not accept questions via email or telephone.</p>
Site Visit	<p>07-10-24 at 10:00. Sign in at the Five Points Management Office and the site visit will take place at the Eastport 2 site.</p> <p>Follow up on any questions with an email.</p>
Opening	This bid will be “opened” electronically and interested parties may attend via Zoom. For the link, email procurementinfo@kcdc.org .
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/.
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC’s webpage for addenda and changes before submitting your response.	



General Information

1. Background and Intent

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. This solicitation is to provide HVAC services at KCDC's property known as Eastport 2. This is part of the Five Points property complex (office 381 McConnell Street) in Knoxville, Tennessee. The work will replace the existing HVAC equipment in the apartments with new equipment and necessitates certain structural changes which are detailed herein.
- d. In general, the selected supplier will replace the existing LG Multi V HVAC system. There are four buildings at Eastport 2. These buildings are located at 539 McConnell Street, 549 McConnell Street, 559 McConnell Street, 569 McConnell Street. There are a total of 60 apartments, 15 apartments per building. The property was built in 2011, and the HVAC system is 12 to 13 years old. See the Scope of Work section for the technical details.
- e. Once bids are opened, KCDC must obtain HUD's approval of the expenditure.

2. Bonds

Bid, payment and performance bonds are required if the bid exceeds \$100,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

- a. A bid bond from each supplier equivalent to five percent (5%) of the bid price. Such bid bond **must** be uploaded with 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 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. Generally, such changes will not be of a “cardinal” nature.

4. **Codes and Ordinances**

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

5. **Contact Policy**

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

6. **Contract Approval**

The resulting contract is subject to KCDC’s Board approval if it exceeds \$100,000.

7. **Damage**

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

8. **Employees**

Supplier will:

- a. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner’s staff can communicate effectively with them.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Employee’s parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle’s side, laminated paper with the company name placed on the dashboard or other means.

9. **Entrance to Sites**

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

10. Equipment

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted. KCDC staff is not to be asked for the loan of equipment.

11. Evaluation

- a. KCDC will evaluate this as a formal sealed bid and the award is to the “lowest and best” bidders. KCDC alone determines (using the National Institute of Governmental Procurement’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial and technical ability to perform the requirements of the solicitation and subsequent contract.
- b. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- c. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business ability information.

12. 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: 18, 35, 46a, 46c, 46d, 46e, 46f, 54 and 68.

13. Insurance

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

14. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.

- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may refuse invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. Most KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is exempt from the Federal Excise tax. However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.
- d. The supplier pays all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- e. KCDC pays by electronic transfer (ACH) only.
- f. Invoices must:
 - Be sequentially numbered so that there is no duplication
 - Show a date that is after the work is complete or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
 - Reference the bid number
 - Reference the site and apartment number serviced
- g. KCDC wants all invoices emailed to apadmin@kcdc.org . You may copy the requestor on the email. Do not send invoices by any other means.

15. Licensure

- a. 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.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The supplier must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors.

16. Liquidated Damages

Liquidated damages shall apply at \$100.00 per calendar day for each day beyond the scheduled completion date and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

17. Materials and Workmanship

All materials and equipment furnished shall be new and best quality. Work shall be accurate, professionally finished, with industry standard best practices. Scope of work will be subject to KCDC's approval. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. All work shall be installed per manufacturer's specification. All work shall meet the manufacturer's requirements for warranty. Supplier shall furnish material samples for approval if specified and so desired by KCDC.

18. Measurements and Drawings

Accurate measurements are the sole responsibility of the supplier.

19. Permits

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

20. Safety Data Sheets (SDS)

Safety Data Sheets (SDS) for each item must be left when the items are installed. Suppliers must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols where applicable.

21. Safety/OSHA Guideline Compliance

- a. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The supplier shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of 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. All buildings, appurtenances and furnishings shall be protected by the supplier from damage, which might be done or caused by work performed under this award.

Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the supplier.

- e. Supplier shall perform scope of work in accordance with all applicable OSHA standards including but not limited to: CFR1910.144, CFR1910.145, and CFR1926.200. At no additional cost to KCDC, caution and, or danger tape as well as proper signage shall be posted on-site at any time work is being performed or a potential hazard is present to workers, KCDC tenants, KCDC staff, or to the general public.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply to this scope of work.

22. **Security**

The successful supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel or tools.

23. **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.

24. **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

25. **Storage**

KCDC sites have very limited storage space for suppliers to access. Accordingly, suppliers are responsible for the storage of materials and their security. If possible, KCDC will allow suppliers to use space but the safety and security of the items stored is solely the responsibility of the supplier.

26. **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.

27. Weather

Since this solicitation calls for liquidated damages if the supplier exceeds the guaranteed number of days for completion, allowances are needed for excessive inclement weather.

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
10	10	10	10	11	8	11	7	9	7	8	12

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 owner.
 - 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 owner 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 and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established by the owner.
- e. Approval by Owner
 - 1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
 - 2. Extra costs shall not be incurred by the owner for any extra time increase to the contract.

28. Work Hours

KCDC's work hours are Monday through Friday day from 7:30 a.m. until 4:00 p.m. and supplier work is normally performed during these hours. Afterhours work or work on Saturdays, Sundays or holidays requires KCDC's advance approval since KCDC staff is normally not present at those times.

Scope of Work

29. Introduction

The property was built in 2011 and the HVAC system is 12 to 13 years old, which decreases efficiency and makes the units costly to maintain. Over the past 3 years, KCDC has spent an absorbent amount of money to repair these units.

30. Plan

KCDC wishes to install one 15,000 BTU PTAC in living room with a PTAC Extension Duct Kit to adjoining bedroom room per apartment. This will require:

- Cutting out a section of brick on the exterior and drywall/studs on the interior of (approximately) 6-15/6" high x 42-3/16" wide
- Installing a 2 pole 30-amp breaker
- Installing a receptacle, that requires running wire from breaker panel.

KCDC will also need mini-split HVAC systems installed for the corridors, as PTACS are not feasible for those areas.

31. Code Review/Permits

KCDC's Architectural firm for this project submit the plans to the City of Knoxville for reviews and permits.

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

Solicitation Document A	General Information about the Supplier and Cost
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Note: Complete all cells even if the answer is "Does not apply"

Sign Your Name in the field to the right

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

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

Printed Name and Title

Legal Corporate Name

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone Number

Cell Number

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

Addenda and Questions

Questions raised during the bidding process are posted and answered on KCDC's portal. Suppliers must review these before uploading responses. Once these have been reviewed, certify so below:

I have read all the posted Questions and Answers: Yes

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 bid.

Acknowledge addenda have been issued by checking below as appropriate:

None 1 2 3 4 5

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 No

2. This business qualifies as a small business by the State of Tennessee Yes No
Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis

3. This business is at least 51% owned and operated by a veteran Yes No

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"/>
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Prompt Payment Discount Statement

A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.

Cost	
Total Project Cost	\$
Project Management Information	
Total number of Employees	
Number of workers to be assigned to the project	
Number of HVAC Technicians for this project	
Number of Supervisors for this project	
Average years of experience for HVAC technicians assigned to this project	
Number of years the company has been in business	
State of Tennessee Contractor License number	
State of Tennessee Contractor License holder name	
Subcontractors to be used	
Project Completion Schedule	
The project will be completed within how many calendar days once a notice to proceed is given?	_____ Calendar Days (Note this is subject to negotiation with KCDC)

Conflict of Interest

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

Drug Free Workplace Requirements

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

Eligibility

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

General

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

Iran Divestment Act

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

Accuracy of Electronic Copies

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

General

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




No Contact/No Advocacy Affidavit

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

Non-Boycott of Israel Affidavit

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

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

Signed by 	
Printed Name 	
Title 	

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

Insurance Agency 1 Name: _____

Authorizing Signature: _____

Insurance Agency 2 Name: _____

Authorizing Signature: _____

Insurance Agency 3 Name: _____

Authorizing Signature: _____

Bidder's/Proposer's Statement and Certification:

I certify that:

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

Bidder's Name: _____

Authorizing Signature: _____

Return this page with your bid.

1. INSURANCE

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

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

- a. Commercial General Liability Insurance:** occurrence version general liability insurance including contractual liability with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

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

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

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

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

d. Other Insurance Requirements:

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier. Employers' Liability Insurance with a limit of not less than \$500,000.

e. Certificate Holder and Owner Entities:

Certificate Holder: KCDC
901 N Broadway
Knoxville, TN 37917

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

KCDC, its officials, officers, employees, and volunteers
 Eastport Development, LP

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

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Eastport Development, LP
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC (Supplier & Subcontractors)	Statutory limits
Employers’ Liability (Supplier); (Subcontractors)	\$1M (Supplier) / \$500,000 (Subcontractors)
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required all coverages – must indicate on COI

All limits indicated are minimums required.

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all