



Invitation for Sealed Bids	
<b>Solicitation name/number:</b>	Re-glazing and Related Services Q2424
<b>Upload responses by:</b>	11:00 a.m. on May 14, 2024.
<b>Upload your response to:</b>	<ul style="list-style-type: none"> <li><a href="https://vrapp.supplierregistry.com/Account/LogOn">https://vrapp.supplierregistry.com/Account/LogOn</a></li> <li><b><u>All bids/proposals must be submitted through the Vendor Registry platform as one document.</u></b></li> <li>When uploading bids/proposals, be sure to upload all required solicitation documents.</li> <li>Upload your response as ONE document.</li> </ul> <p><b>Bids/proposals delivered by email, fax, USPS or in person will be rejected.</b></p>
<b>Post Questions to:</b>	<ul style="list-style-type: none"> <li><a href="https://vrapp.supplierregistry.com/Account/LogOn">https://vrapp.supplierregistry.com/Account/LogOn</a></li> <li>by 6:00 p.m. on May 7th, 2024.</li> </ul> <p><b>KCDC will not accept questions via email or telephone.</b></p>
<b>Award results:</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents:</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage for addenda and changes before submitting your response.</b>	



## 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. The intent of this solicitation is to hire a supplier(s) to re-glaze bathtubs and perform other related services on an "as needed" basis. As needs arise, the site manager will contact the successful supplier(s) and request such services. Any agreement resulting from this solicitation will be an "open-end" type of agreement; there is no guarantee that any specified or minimum level of services will be required by KCDC or provided by the supplier(s).

### 2. 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(s). Should additional costs arise, the supplier(s) 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.

### 3. 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.

### 4. Contact Policy

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

5. **Damage**

The supplier(s) 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.

6. **Employees**

Supplier(s) 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.

7. **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.

8. **Equipment**

Supplier(s) 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.

9. **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.

## 10. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at [www.kcdc.org](http://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: 46a, 46c, 46d, 46e, 46f, 59 and 67.

## 11. 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](mailto:procurementinfo@kcdc.org) detailing any requested changes before this solicitation's due date. The supplier(s) 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](mailto:dmartin@kcdc.org) for review.

## 12. 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(s) 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(s). 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](mailto:apadmin@kcdc.org) . You may copy the requestor on the email. Do not send invoices by any other means.

**13. Length of Award**

The length of the contract will initially be 12 months with four optional annual renewals that KCDC may exercise at its discretion.

**14. 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(s) shall furnish material samples for approval if specified and so desired by KCDC.

**15. Permits**

The supplier(s) shall obtain and pay for all permits required to complete the required scope of work. In addition, supplier(s) 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.

**16. Price Structure**

a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the percentage and/or specific item charged to KCDC. The supplier(s) must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier(s) may:

1. Continue with the existing pricing.
2. Suggest an alternative price increase.
3. End the award.

b. KCDC does not pay fuel surcharges.

## 17. Safety/OSHA Guideline Compliance

- a. The supplier(s) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The supplier(s) 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(s).
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. All buildings, appurtenances and furnishings shall be protected by the supplier(s) 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(s).
- e. Supplier(s) 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(s) shall comply with all other OSHA and TOSHA safety standards that apply to this scope of work.

## 18. Safety Data Sheets (SDS)

Supplier(s) will leave Safety Data Sheets (SDS) for covered items. Supplier(s) ascertains that all products are properly labeled (including the appropriate hazardous material symbols).

## 19. Security

The successful supplier(s) 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.

## 20. Small Business Outreach

KCDC requires the successful supplier(s) 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(s) reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

**21. 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

**22. 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.

**23. Work Hours**

KCDC's work hours are Monday through Friday day from 7:30 a.m. until 4:00 p.m. and supplier(s) 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**

**24. Introduction**

KCDC primarily intends for this contract to result in an award for bathtub re-glazing services. However, from time to time the successful supplier(s) may be asked to refinish counter tops or chemically clean tubs. The supplier(s) shall furnish all equipment and material, and it shall be commercial quality from a regular product line to complete the work described herein.

**25. General Requirements**

- a. **Cleaning**  
It is critical to get the surface clean of all soap and scum before work commences. Suppliers may need to scrub the surface with an abrasive cleaner and a scrubber pad. A razor blade may be necessary for stubborn brown soap deposits. Remove all caulking from the tub.

b. Covering Floors

1. Use three-mil plastic sheathing on the bathroom floor, covering two feet of the bathtub perimeter.
2. Attach the plastic with duct tape on the edges surrounding the tub or fixtures being serviced. If the surface above the tub is a dark glossy tile or mirror, it must be covered with masking paper also.

c. Personal Protection

Wearing a respirator is required. A full-face respirator, with splash protection, is ideal for this step. Suppliers must at least use a standard respirator, goggles and rubber gloves.

d. Room Preparation

1. Check to ensure that the various plumbing instruments are not leaking and that the tub drains correctly.
2. Remove all articles from the room (towels, pictures, toiletries et cetera). Articles in cabinets may remain.
3. Remove plumbing that is in or too close to the tub (normally over the flow cap and spout). In rare cases, if the toilet is too close to the tub it may have to be removed to have access to the front of the tub.
4. Remove whatever borders the tub around all of its edges (caulking and grout) and vacuum.
5. Blue low-tack tape is best for freshly painted walls. Hang it from the top at the ceiling to the floor. Secure it with tape on top of the floor plastic. Protect the area over the tub with masking tape and eighteen-inch masking paper. Hang plastic from the top of the wall from the ceiling, down to the eighteen-inch paper. Seal it all the way around with solid strips of tape.

e. Surface Preparation & Glazing

1. With the ventilation system running and cleaning steps completed, dry the surface with a towel.
2. With a large natural bristle paintbrush or industrial sponge, apply an etching solution containing hydrofluoric acid compounds. Use extreme caution not to splash or spill any liquid on the floor or surrounding areas since it will cause permanent damage to most surfaces.



3. Do not allow acid to flow freely down the drain. The room will have a very strong acid smell but this will be removed through the vent system. The solution must remain on the surface for at least fifteen minutes to do its job of etching and preparing the surface to accept a new coating. Then catalyze it with baking soda powder to protect the plumbing system.
4. Wash and rinse the tub with clean, warm water several times. Use a scrubbing pad to remove residue and powder build up. Proceed to eliminate all water drips and moisture sources from the tub area. Cover the showerhead, and the tub spout with plastic bags to catch any later drips. If there are any signs that repairs are needed, complete these prior to the refinish.
5. Repair to chips and damaged areas should follow the acid etching process. Mix and fill a small batch of fiberglass body filler. Apply it with a plastic spreader and cover all chips and nicks, Cover the drain with masking tape and trim around it with a razor blade. Sand and vacuum the tub clean.
6. Solvent wash the tub surface. Air dry them with the spray system hose (especially the drain area). Use a tack cloth to remove dust.
7. Mix and spray a urethane primer, according to the manufacture's recommendations and follow the manufacturer's recommended dry times.
8. Mix and spray the polyurethane topcoats (to supplier(s) specifications).
9. These materials should cure and be ready for use anywhere from twenty-four to forty-eight hours under normal temperatures and job conditions.
10. Clean the bathtub with an industrial cleaner, rinse and wet sand (120 grit) to remove any paint or calcium deposits. Wipe the tub dry.
11. Acid wash the tub with hydrofluoric acid. Let this sit five to ten minutes. Rinse with cold water and wet sand tub (120 grit). Wipe the tub dry.
12. Use a compressor or Shop-Vac to blow dry borders of tub, over flow hole and drain. Tape rubber gloves over the showerhead and tub spout to make sure no moisture gets on the tub after it is completely dry.
13. Use body filler and lightly fill the entire bottom and top ledges of the tub. Depending on how much acid damage there is to the tub you may have to repeat this process two or three times to adequately fill the damaged areas. Be neat. It is easier to apply body fillers than to sand them off.

14. Sand the body filler smooth. Completely vacuum the room. Tack cloth the entire tub surface. The tub is now ready to re-glaze.
15. Primer the tub (epoxy product preferred) and let it dry according to the company's specifications.
16. Tack cloth the entire surface again and apply a top coat according to company's specifications.
17. Let the tub sit overnight. Return the next afternoon and replace the plumbing fixtures you removed and re-grout or re-caulk the tub borders.

f. Ventilation

The room must be vented mechanically by the use of a window fan, (if a window is available) or an exhaust blower if a window is not available.

g. Bathtub Chemical Cleaning

If KCDC elects this option, the vendor will perform the service in accordance with manufacturer's recommendations and all safety requirements.

h. Countertop Resurfacing

If KCDC elects this option, the vendor will perform the service in accordance with manufacturer's recommendations and all safety requirements.

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

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Solicitation Document A		General Information about the Supplier and Cost				
<b>Note: Complete all cells even if the answer if "Does not apply"</b>						
<b>Sign Your Name to the Right of the Arrow</b>						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" ( <a href="http://www.kcdc.org">www.kcdc.org</a> ) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation and the information submitted is accurate.						
<b>Printed Name and Title</b>						
<b>Legal Corporate Name</b>						
<b>Street Address</b>						
<b>City/State/Zip</b>						
<b>Contact Person (Please Print Clearly)</b>						
<b>Telephone Number</b>						
<b>Cell Number</b>						
<b>Supplier's E-Mail Address (Please Print Clearly)</b>						
Addenda						
Addenda are at <a href="http://www.kcdc.org">www.kcdc.org</a> . 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 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman					Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>					Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. This business is at least 51% owned and operated by a veteran					Yes <input type="checkbox"/> No <input type="checkbox"/>	
4. This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount Statement						
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.						

**Solicitation Document B    Cost**

ITEM	COST	UNIT OF MEASURE
Acid wash & polish tub not previously coated	\$	Each
Chemical clean tub	\$	Each
Patch fiberglass tub	\$	Each
Patch fiberglass tub & bottom rebuild	\$	Each
Re-glaze tub, including stripping & polishing	\$	Each
Re-glaze tub & surround	\$	Each
Rescheduling fee due to resident issues	\$	Each
Strip tub	\$	Each
Countertop refinish	\$	Per Linear Foot
Maximum repair charge for tub or countertop	\$	Each
Tub surround clear coat over the resurfacing (optional)	\$	Each
Tub surround resurfacing – using epoxy coating & caulking for joints	\$	Each
Tub surround resurfacing for multi-sectional walls – using epoxy coating, caulk removal & realign joints	\$	Each
Other Charges. Use this section to detail costs for other services that may apply.		

**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.

<b>Signed by</b> 	
<b>Printed Name</b> 	
<b>Title</b> 	

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: \_\_\_\_\_

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*Return this page with your bid.*

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## 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** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

- b. **Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards. Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.

**d. Other Insurance Requirements:**

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

**e. Certificate Holder and Additional Insureds:**

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

**Additional Insureds:**

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

KCDC, its officials, officers, employees, and volunteers  
Eastport Development, LP  
Five Points 1 LP  
Five Points 2 LP  
Five Points 3 LP  
Five Points 4 LP  
Bell Street LP  
Bell Street 2 LP  
Bell Street 3 LP  
Lonsdale, LP  
North Ridge Crossing, LP  
Vista at Summit Hill, LP  
Montgomery Village Corporation  
Cagle Terrace Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities**.)*

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

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

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*This and the preceding 3 pages do not need to be returned to KCDC.*

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