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**Invitation for Sealed Bids**

<b>Solicitation Name and Number</b>	Bathtub Reglazing Services at Isabella Towers Q2205
<b>Responses Must Be Uploaded No Later Than</b>	2:00 p.m. on October 28, 2021 (as KCDC’s clocks indicate)
<b>Upload your responses to</b>	<a href="http://www.vrapp.vendorregistry.com">www.vrapp.vendorregistry.com</a> (Can also be accessed via KCDC’s webpage)
<b>Site Visit</b>	<ul style="list-style-type: none"> <li>• A site visit is scheduled on 10-13-21 from 10:00 to 12:00.</li> <li>• A site visit is scheduled on 10-14-21 from 2:00 to 3:00.</li> <li>• Email <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> to register for either visit.</li> <li>• Go to the Isabella office to check in.</li> <li>• COVID restrictions are in place: Masks are required. Social distancing is in force. Do not attend if you are sick.</li> <li>• Site staff will not officially answer questions. Immediately following your site visit, follow up on any questions with an email as directed in the box below.</li> </ul>
<b>Questions About This Solicitation</b>	<p style="text-align: center;"><b>KCDC will not accept questions via telephone.</b></p> <p>Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on October 21,2021.</p>
<b>Bid Opening</b>	KCDC will host a Zoom meeting, if requested, for the bid opening. However, the raw data/results will be posted to KCDC’s webpage shortly after the bid opening.
<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>	



### 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.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "supplier," "bidders," "contractors" and "proposers."
- c. This solicitation is to provide bathtub services at KCDC property Isabella Terrace (office at 1515 Isabella Circle) in Knoxville, Tennessee. The work consists of reglazing up to 236 bathtubs in the apartments at this location as detailed herein.

### 2. Changes after Award

It is possible that after award KCDC will need to revise the 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. Generally, such changes will not be of a "cardinal" nature.

### 3. Codes and Ordinances

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

### 4. Contact Policy

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this 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 the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

### 5. COVID-19 Special Requirements

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and agree to the following:

- a. General:
  - Workers will wash and/or sanitize his/her hands periodically throughout the workday.
  - Worker will maintain six feet of spacing and social distancing between himself and others.
  - Worker will wear a face mask if other persons are present.
- b. Worker will not enter the building or be on the premises if he/she answers "yes" to the existence of the any of the below symptoms or circumstances and will contact his/her supervisor immediately.
- c. Worker will leave the premises immediately if any of the below symptoms appear during the workday and will contact his/her supervisor of why he/she had to leave.

d. Symptoms:

- Fever of 100 degrees or greater
- New onset of cough
- New onset of shortness of breath
- New onset of sore throat
- New onset of body aches
- Diarrhea
- New onset of headache
- New onset of loss of taste or smell

6. **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.

7. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- 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. 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.
- f. 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.

8. **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.

9. **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 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.

**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 set forth in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 16, 44a, 44c, 44d, 52, and 65.

**11. Insurance**

See Appendix 1. These insurances and levels are required and not optional. KCDC suggests you discuss the requirements with your agent prior to the bid due date. 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 will include all insurance costs in the base bid.

**12. Permits**

The supplier (and/or any subcontractors) shall obtain and pay for all permits required to complete authorized work.

**13. Safety/OSHA Guideline Compliance**

- 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 supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- c. 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.
- d. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

**14. 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.

**15. 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.

#### 16. **Smoke Free Policy**

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

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

- b. Applicable 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 buildings, parking lots, streets, structures and **land** owned by KCDC. Should the supplier's staff be observed violating these requirements, KCDC's Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your awarded "contract."

#### 17. **Solicitation Requirements**

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the bid due date. Examples of past issues where suppliers made faulty assumptions include insurance requirements and subcontractor outreach expectations.

**18. 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 supplier's responsibility.

**19. Storm Water and Street Ordinances**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. Additional information about NPDES, BMPs and the Land Development Manual at <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm Water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.
- f. KCDC will prepare, submit and pay the permitting fees. Upon award, the successful supplier will be required to sign onto the permit and be responsible for implementing and maintaining all erosion control measures as required on the SWPPP.

**20. Time for Completion**

This property is undergoing renovation and this work must be closely coordinated with the units being turned over to KCDC from the renovator. The tubs must be completed before the unit is leased up. This work will be done on a floor by floor turn over schedule.

**21. Utilities**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for suppliers because the residents pay their own utility bills. In such cases, the supplier will have to make arrangement for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for suppliers as long as they are currently available at the area.
- c. The supplier must ascertain the availability of utilities for this work prior to submitting a bid.

## 22. Work Hours

Acceptable work hours are Monday through Friday from 7:30 a.m. until 5:30 p.m. Work on Saturdays, Sundays or holidays requires KCDC's advance approval.

## Scope of Work/Specifications

### 23. General Information

#### 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 visible articles from the room (towels, pictures, toiletries et cetera). Articles in cabinets may remain.
3. Remove plumbing that is in or placed closely 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 for open access to the front of the tub.
4. Remove whatever borders the tub around all edges (caulking and grout) and vacuum.
5. Blue low-tack tape is best for freshly painted walls. Hang it from 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 it must be catalyzed 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 possible dripping. If there are any signs that further repairs are needed, complete these prior to the refinish.
5. Any chipping or damage to the tub should be repaired after 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. Use solvent wash to clean the tub's surface. Thoroughly dry the tub with the spray system hose (especially the drain area). Use a tack cloth to remove any remaining dust.
7. Mix and spray a urethane primer, closely following the manufacturer's application recommendations and approved dry times.
8. Mix and spray the polyurethane topcoats (to supplier specifications).
9. These materials should cure and be ready for use after 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 the borders of tub as well as the overflow 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 surface of the tub. The tub is now ready to re-glaze.
15. Primer the tub (an epoxy product is preferred) and let it dry according to the company's specifications.
16. Tack cloth the entire surface again and apply a topcoat 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's borders.

f. Ventilation

The room must be vented mechanically by a window fan, (if a window is available) or an exhaust blower.

g. Bathtub Chemical Cleaning

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

24. **Call Back Service**

Upon written notice from KCDC, the supplier must, without charge, promptly and properly replace all improper work and material that may become apparent within a one-year period from the date of acceptance by the KCDC. Call-back service for previous repairs or maintenance will be at no additional cost to KCDC. Should KCDC and a supplier disagree about whether a call-back service is a warranty issue, the supplier will submit details of the situation in writing to KCDC and the situation will be reviewed.

25. **Clean-up and Precautions**

- a. The supplier will remove all rubbish accumulated from a job from the work site. No trash, paint buckets or other debris shall be placed in KCDC dumpsters or other trash facilities belonging to KCDC.
- b. All clean-up requirements will be completed before payment is made for a job.
- c. All work is to be completed at the convenience and safety of the occupants. If there are complaints from occupants about fumes, the supplier shall be required to immediately cease work and ventilate the area until the problem is corrected. The supplier will be required to reschedule the work at a time suitable to the occupants or devise a ventilation method that eliminates the problem. Any remedy used by the supplier will be done at no additional cost to KCDC.

<b>Solicitation Document A: General Information about the Supplier and Costs</b>	
<b>Note: Complete all cells even if the answer is "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 Package and that 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> →	
<b>Addenda</b>	
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 proposal.	
Acknowledge addenda have been issued by checking below as appropriate:	
None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5 <input type="checkbox"/>
<b>Statistical Information (Check all the apply)</b>	
<b>This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>This business qualifies as a small business by the State of Tennessee</b> <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"/>
<b>This business is owned &amp; operated by persons at least 51% of the following ethnic background:</b>	
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"/>
<b>Prompt Payment Discount</b>	
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.	
<b>Insurance Statement</b>	
I have reviewed the insurance requirements and will comply with them without exception. Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Cost</b>	
<b>Total Project Cost</b>	\$ _____
<b>Cost per Bathtub (to be used to factor cost if all 236 cannot be funded)</b>	\$ _____ each

**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 known 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.

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

## Appendix 1: Insurance Requirements

### 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 insured.

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 KCDC, its officials, officers, employees, and volunteers 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 KCDC, its officials, officers, employees, and volunteers 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 \$500,000.
- 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/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 Insured:  
KCDC, its officials, officers, employees, and volunteers  
901 N Broadway  
Knoxville, TN 37917
- 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 & Additional Insured	KCDC, its officials, officers, employees, and volunteers 901 N Broadway Knoxville, TN 37917
GL ( <i>Supplier &amp; Subcontractors</i> )	\$1M / \$2M (including contractual liability)
Auto ( <i>Supplier &amp; Subcontractors</i> )	\$1M (owned, hired, & non-owned)
WC & Employers Liability ( <i>Supplier &amp; Subcontractors</i> )	Statutory limits
30-day cancellation ( <i>Supplier &amp; Subcontractors</i> )	Required– must indicate on COI
Primary non-contributory ( <i>Supplier &amp; Subcontractors</i> )	Required – must indicate on COI
Waiver of Subrogation ( <i>Supplier &amp; Subcontractors</i> )	Required – must indicate on COI