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Invitation for Sealed Bids

Solicitation Name and Number	Guttering and Siding Services Q2113
KCDC's Procurement Division must receive your response no later than	2:00 p.m. on May 28, 2021 (as KCDC's clocks indicate).
Upload your responses to	www.vrapp.vendorregistry.com (Can also be accessed via KCDC's webpage)
Questions About This Solicitation	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on May 24, 2021.
Site Visits	You may visit the site and tour the buildings between 7:30 a.m. and 3:30 p.m. Monday through Friday by visiting the addresses listed in this document. You must follow proper COVID protection procedures.
Bid Opening	The "bid opening" will be conducted via Zoom . Contact procurementinfo@kcdc.org to obtain the meeting link. Note that KCDC posts the bid results to its webpage as soon as possible after the tabulation is completed.
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 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 "bidders," "contractors," "proposers" and "vendors."
- c. This solicitation is to establish an agreement with one or more suppliers to perform guttering, siding and related services as detailed herein when needed by KCDC. Therefore, this solicitation consists of two pricing portions:
 - Costs for the specific jobs known to be needed at the current time.
 - Cost structure for future work as needs arise.
- d. At this time, KCDC has significant needs at its property known as Five Points. Details about those needs are in paragraph 27.

2. Changes after Award

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

3. Codes and Ordinances

All work covered is to be done in full accord with local, national and state, 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. Contract Length

- a. The length of the base award is for the completion of the specified project.
- b. If KCDC and the supplier agree to a "term bid arrangement" for future work, the length of the contract will be for twelve months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request.

6. COVID-19 Special Requirements

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: Have you or anyone in your household had any of the following symptoms as new onset in the past 72 hours? (This does not include chronic conditions.)
 - 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

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

Suppliers 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 must wear a company uniform or always have photo identification badges.

- f. Have 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.
- g. Ensure that 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.

9. 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.

10. Evaluation

KCDC determines (using NIGP's definition and other relevant sources) the supplier's "responsive" and "responsible" status. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

11. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

12. Insurance

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.

13. Invoicing

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether to submit a response to this solicitation.
- d. Invoices must:

- Be numbered.
- List a date on them that is after the work is completed or goods delivered.
- List the purchase order number.
- Breakdown pricing according to the award structure.
- Show the supplier's name and address.

14. Licenses

The supplier shall maintain all licenses necessary to conduct business in the State of Tennessee.

15. Measurements

The supplier is responsible for all field measurements.

16. Permits

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

17. 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.

18. Price Structure

- a. If KCDC and the supplier choose to establish the "term bid" portion, at the end of each twelve-month period, the awarded supplier may request a change to the agreed to price. The supplier must provide proof of increased Producer Price Index (Knoxville) 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 solicitation file will be so noted. If the price increase is not accepted, the supplier may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. However, KCDC reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.

19. 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.

20. Smoke Free Policy

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
 - No smoking on KCDC's property
 - No e-vape or similar usage on owner's property
 - The Smoke Free policy applies in personal or corporate vehicles on KCDC'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 your staff be observed violating these requirements, KCDC's Procurement Division will notify you about the problem. Should there be recurrences, KCDC may ask you to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your award.

21. 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. A minimum of two forms of protection around inlets is required and must be approved by KCDC before installation. Proper inspection and correction of storm water protection devices must be addressed immediately if a failure is detected to prevent sediment from entering the storm water system. 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.

22. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work. Any changes must be approved by KCDC.
- b. Not be on federal or the State of Tennessee's debarment lists.
- c. Carry the insurance coverages as outlined herein.
- d. KCDC requires the supplier(s) to reach out to small business, minority owned businesses and women owned businesses as possible subcontractors if subcontracting services are needed.

23. 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.

24. Workmanship

Work shall conform to all methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

25. Work Hours

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

Description of Work

26. General information concerning as needed Guttering Services

- a. Downspouts shall be:
 - 1. Made from PVC Schedule 40, Round to match existing or to match the existing aluminum.
 - 2. Painted to match the color of the gutters unless the guttering is white. In such cases (and most are) the downspouts are not painted.
 - 3. Three inches
- b. Fittings shall be Schedule 40.
- c. Supplier shall provide flashing as required. Flashing shall be .029 pre-finished aluminum, color to match gutters.
- d. Gutters shall be:
 - 1. 6 x .027-inch commercial, seamless pre-finished aluminum.
 - 2. Made from heavy-duty aluminum of at least .032 thickness.
 - 3. Furnished with baked-on enamel paint finish.
 - 4. Attached to the fascia every twenty-four inches via a hidden hanger with a screw.
 - 5. Closely match in color to the existing fascia.
 - 6. Made with deflector guards for inside corners.
 - 7. Install screens over the downspout openings if gutter guards are not installed.
- e. KCDC may be interested in Gutter Guards on occasion. If so:
 - 1. Provide solid gutter guards, which works on the principle of surface tension or liquid adhesion.

2. The guards must not be attached to the roof decking or shingles.
 3. Will be Gutter Guard brand or approved equal.
- f. Hangers shall be heavy duty hangers.
- g. Installation
1. All installation shall be performed by a single supplier.
 2. All downspouts and gutters shall be removed, and new ones installed (as directed). Downspouts shall be installed in the same place where they connect to the underground drainage system. Otherwise, install them towards the ends of the buildings and where they are most practical and useful.
 3. Installation shall be performed in accordance with the manufacturer's recommendations, unless otherwise noted herein.
- h. All parts not specifically mentioned which are necessary for the equipment to be complete and ready for use or which are normally furnished as standard equipment shall be furnished by the supplier. All parts shall conform in strength, quality, workmanship to the accepted standards of the industry.
- i. Vinyl soffit is to match the existing materials in color and style.
- j. Straps will be metal to match the gutters/downspouts.

27. General information concerning as needed Siding Services

- a. In general, this type of work includes removal and disposal of existing siding, surface preparation as needed for installation, and installation of new vinyl and/or Hardy Board siding on buildings as requested.
- b. The supplier will scrape all caulking out of the junctions between the old siding and windows, doors, et cetera to ensure that the new vinyl accessories fit properly.
- c. The vinyl siding and soffit needs to be as close as possible to the current siding color.
 1. The supplier will provide samples to KCDC staff for approval.
 2. Accessories used with the vinyl siding and soffit are to be purchased from the same manufacturer to insure color match.
 3. All caulk needs to be color matched and weatherproof.
- d. Any existing downspouts will have to be removed during this work and then re-installed by the supplier.
- e. All standard vinyl trim such as soffits, fascia and corner boards are included.

- f. Siding shall meet the Council of American Officials Model Energy Code for rehabilitation to include a solid-core insulated siding product with an overall R-rating of 4 to 4.5.
- g. Siding will meet ASTM D-3679 standards
- h. Apply all products in accordance with manufacturer’s specifications.
- i. Sizes
 - 1. Option 1, .042-044 thickness with a rolled nailing hem
 - 2. Option 2, .046-.050 thickness rolled nailing hem (optional)
 - 3. Soffit, .046 or thicker
 - 4. Trim, .019-.024
 - 5. Price per shutter needed.
 - 6. Sheeting or insulation board per square foot replacement as needed

28. Information concerning specific immediate needs at Five Points

- a. Several apartments have experienced damage to the Hardy Board and/or vinyl siding and need it replaced (according to the standards detailed above and according to industry best practices).
- b. Apartments needing work are located at these addresses:

Address
307 McConnell Street and Martin Luther King Blvd.
315 McConnell Street
429 Taylor Homes Road
430 Taylor Homes Road
436 Taylor Homes Road
460 Taylor Homes Road
2236 Kenner Avenue
2261 Kenner Avenue
2251 Kenner Avenue
740 Monroe Senter Street
2257 Lee Williams Avenue
2235 Lee Williams Avenue
2239 Lee Williams Avenue
2253 Lee Williams Avenue
267 Lee Williams Avenue
307 McConnell Street
317 McConnell Street
321 McConnell Street
325 McConnell Street
213 Odd Fellows Way
2218 Martin Luther King Blvd.
2226 Martin Luther King Blvd.
2234 Martin Luther King Blvd.
2236 Martin Luther King Blvd.

2252 Martin Luther King Blvd.

2268 Martin Luther King Blvd.

Subject to Changes and Additions

[This and the preceding pages do not need to be returned](#)

Solicitation Document A: General Information about the Supplier

Sign Your Name to the Right of the Arrow 

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" (www.kcdc.org) 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.

Printed Name and Title 

Company Name 

Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

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

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee 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*

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

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native American White Publicly Owned

Prompt Payment Discount

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

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

Pricing	
Current Needs at the KCDC's Five Points Property	
Total Project Cost for Five Points (.042-044 thickness with a rolled nailing hem)	\$
Total Project Cost for Five Points (.046-.050 thickness with a rolled nailing hem)	\$
Future Needs Pricing Matrix	
Price per shutter (as needed)	\$ each set
Future Vinyl Guttering Work will cost (including labor)	\$ per foot
Future Aluminum Guttering Work will cost (including labor)	\$ per foot
Future Gutter Guard will cost (including labor)	\$ per foot
Future Vinyl Siding Work will cost (including labor)	\$ per square foot
Future Hardie Board Siding Work will cost (including labor)	\$ per square foot
Future Vinyl Soffit Work will cost (including labor)	\$ per foot
Future Aluminum Soffit Work will cost (including labor)	\$ per foot

Solicitation Document B: Affidavits

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/proposal/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/proposals/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.

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.

Non-Collusion

- 11. 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.

- 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, KCDC, 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 or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

- 14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to owner’s staff or Board members. My signature signifies that no unauthorized advocacy occurred.

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

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

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 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 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 supplier's insurance) in the same manor and limits as specified for the Supplier.

e. Certificate Holder and Owner Entities:

The **Certificate Holder** shall be:

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

Five Points 1 LP

Five Points 2 LP

Five Points 3 LP

Five Points 4 LP

Bell Street 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.

Term Sheet - Insurance Requirements

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 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 Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
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 – must indicate on COI

(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.)