



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1107 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/modules/vendor/business.aspx>

Request for Quotes

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive quotes for the **Landscape Improvements at KCDC's Main Office** as detailed in the conditions and specifications listed herein.

Due Date: August 28, 2009

Due Time: By 11:00 a.m. as shown by KCDC's bid clock

Pre-Quotation Meeting: None

Pre-Quotation Meeting Date: NA

Pre-Quotation Meeting Time: NA

Quote Number: Q1004

Deliver Quotations to: Knoxville's Community Development Corporation
(Faxes and Emails are acceptable) Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Award Results As soon as practicable, KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. <http://www.kcdc.org/Pages/Purchasing/SolicitationStatus.aspx> has the details.

Word Document This document is available in MS WORD format. If you are interested in obtaining the Word document, please email purchasing@kcdc.org. Note that KCDC's Adobe copy of the document will remain the "official" version of the document.



Special Instructions to Vendor

1. **BACKGROUND AND INTENT**

Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville, Tennessee. KCDC's public housing property portfolio includes fifteen housing properties with 3,659 dwelling units. KCDC also oversees approximately 3,000 Section 8 Vouchers and 17 Redevelopment areas.

KCDC's main office is located at 901 Broadway North in Knoxville, Tennessee. The plants/shrubs/trees presently in place need to be considered for replacement. Some of them do not seem suitable for their locations. Additionally, KCDC is interested in receiving recommendations as to low maintenance and low water requirement plants/shrubs/trees to replace all or part of the existing landscape plants/shrubs/trees.

KCDC is also interested in the cost of having a routine grounds maintenance services to do routine inspection and fertilization for the lawn, plants and trees.

2. **EVALUATION**

The first evaluation step will be for KCDC to determine whether or not the proposed plan is acceptable. The acceptable plans will then be evaluated on cost. KCDC reserves the right to negotiate aspects of any plan with the vendor.

KCDC will evaluate each response based upon a weighted evaluation system. The categories and points assigned for each category are:

Factor	Points
Cost	100 points
TOTAL POINTS POSSIBLE	100

All quotes are subject to a determination of "responsive" and "responsible" prior to award.

3. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead they are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>. By submitting a response to this solicitation, the submitter accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." Certain applicable HUD instructions are also located on KCDC's web site.

4. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC, which show that the bidder carries at least the following minimum level of insurance:

- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.
- b. General Liability coverage with bodily injury and property damage limits of not less than \$700,000 per occurrence, \$300,000 per single person and \$100,000 property coverage.
- c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$700,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by KCDC.
- d. Upon award, KCDC must be added as an additional insured as respects to this contract.
- e. A thirty (30) day cancellation notice must be provided.

f. Any and all subcontractors must supply the above listed insurance requirements before they start work.

5. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about the Landscape Services quotation” in the subject line, to purchasing@KCDC.org. The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

6. **WAGE COMPLIANCE (DAVIS BACON)**

As a federally funded project, Davis Bacon Wage Requirements will apply to this response. This means:

- a. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment (until the situation is corrected) and/or termination of the contract.
- b. The successful responder’s employees will have to be paid weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters will have to be displayed at the job site. These are available from the Purchasing Division via its web page (<http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>).
- d. KCDC personnel will conduct on-site interviews with your employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information:

General Decision Number	TN20080013
Date	February 8, 2008
Superseded General Decision Number	TN20070022
State	Tennessee
Construction Types	Residential
Counties	Anderson, Blount, Carter, Hawkins, Knox, Loudon, Sevier, Sullivan, Unicoi, Union and Washington Counties in Tennessee.
Residential Construction Projects	Consisting of single family homes and apartments up to and including four stories
Modification Number	0

Classifications and Rates	Rate	Fringe 1	Fringe 2
Bricklayer/Blocklayer	\$12.25	NA	NA
Carpenter including framing, finishing, form, gutter installation but excluding drywall hanging.	\$10.00	NA	NA
Drywall Hanger	\$10.00	NA	NA
Electrician	\$13.67	NA	NA
Laborers:			
Mason Tender	\$14.00	NA	NA
Unskilled Including Asbestos Removal	\$7.58	NA	NA
Painter, Brush and Roller	\$8.32	NA	NA
Plumber excluding HVAC Pipe	\$11.84	NA	NA
Roofer including built up, composition and single ply	\$10.13	NA	NA
Tile Setter	\$14.60	NA	NA
Truck Driver	\$8.13	NA	NA
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.			

- f. Unlisted classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

7. **WORK DESCRIPTION**

Interested bidders will perform the following steps and submit a written plan along with the Solicitation Documents on the following pages.


- a. Examine the entire landscape at 901 Broadway North.
- b. Recommend whether to keep each existing plant or move it to a more suitable location.
- c. Recommend a low maintenance and water requiring replacement plant for each existing plant recommended for removal. The bidder shall provide the following information about each plant:
- Common and Scientific Name
 - Care Needs
 - Deciduous or Evergreen Status
 - Flowering or Non-Flowering
 - Normal Height at Maturity
 - Normal Width at Maturity
 - Shade/Sun Requirements
 - Water Requirements
- d. Provide a map showing the location of existing plants and the location of suggested plants.
- e. Warranty Information
- f. Pricing information (see the following pages)
- g. Description of your routine maintenance program

THIS AND THE PRECEDING PAGES NEED NOT BE RETURNED WITH YOUR RESPONSE

Landscape Improvements at KCDC's Main Office Q1004

Solicitation Document A	General Response Section
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General Information about the Bidder

Sign Your Name to <u>The Right of the Arrow</u>			
			
Date			
Printed Name and Title			
Company Name			
Federal EIN/Social Security Number			
Street Address			
City/State/Zip			
Contact Person (Please Print Clearly)			
Telephone Number			
Fax Number		Cell Number	
Bidder's e-mail address (Please Print Clearly)			

Please acknowledge addenda have been issued by checking below as appropriate:

Addendum 1 ____ Addendum 2 ____ Addendum 3 ____ Addendum 4 ____ Addendum 5 ____

Addenda are not mailed but posted at <http://www.kcdc.org/Pages/Purchasing/OpenSolicitations.aspx> . Please check for addenda prior to submitting your bid.

Statistical Information

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

White 1 Black 2 Native Americans 3 Hispanic 4 Asian/Pacific 5 Hasidic Jew 6

As defined on KCDC's webpage, this business qualifies as being:

Small Business Section 3 Woman Owned & Operated

Total Project Cost	\$
Routine Landscape Inspection, Fertilization, Maintenance	\$ per visit
This project will be completed within how many calendar days after the notice to start is issued?	
Bidder offers a prompt payment discount of ____% when KCDC pays invoices within 30 days of their receipt.	

Solicitation Document B Bidder References

Provide references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.

One

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Two

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Three

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. Bidder is fully informed about the preparation and contents of the attached bid and of all pertinent circumstances respecting bid;
2. Such bid is genuine and is not a collusive or sham bid;
3. Neither the said firm 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, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The prices quoted in the bid are fair and proper, not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. 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 responder.

ILLEGAL IMMIGRANTS

1. The Tennessee Code Annotated, Title 12, Chapter 4 prohibits contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.
2. By signing below the bidder agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.
 - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
 - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

DRUG FREE WORK PLACE AFFIDAVIT

1. The undersigned an employer of five or more employees contracting with Knoxville's Community Development Corporation to provide construction services, hereby states under oath as follows:
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated* The Company is in compliance with T.C.A. 50-9-113.

The undersigned bidder acknowledges receipt of the above applicable law and verifies that the bid he/she has submitted in response to this solicitation is in full compliance with the listed requirements. Further, the bidder verifies that he/she will, if awarded a contract by the HA as a result of the above noted IFB, submit to the HA documentation that will verify compliance with the requirements of the above Section 1605.

_____ (Printed Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public My commission expires: _____

Use this section to address the information requested in paragraph seven on page four. Use as many pages as necessary to supply the requested information.

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(b) is, is not a **women-owned small business concern**. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a **minority enterprise** which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
