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www.kcdc.org

Requests for Quotes

TREE TRIMMING AND REMOVAL SERVICES

Proposal Number: Q1619

Due Date: 11:00 a.m. (Eastern Standard Time) on February 5, 2016

Check KCDC's web page for addenda and changes before submitting your quote

Pre-Quote Meeting: None. Submit questions to purchasinginfo@kcdc.org.

Deliver Quotes to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: **Yes** **No**

Award Results: KCDC posts both a summary of the quotes received and the award decision to its web page at:

<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

Electronic Copies: Vendors are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.



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 the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,800 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written bids from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. KCDC contracts its tree trimming services and KCDC intends to use the award resulting from this proposal to provide tree trimming and removal services as needed. As needs arise, the site manager will contact the successful vendor and request tree-trimming and removal services.
- d. KCDC's properties needing generator services are all within the Knoxville City limits except for Autumn Landing and Nature's Cove:

Austin Homes	957 East Hill Avenue
Autumn Landing	6331 Pleasant Ridge Road
Cagle Terrace	515 Renfro Drive
Five Points Duplexes/Quad-Plexes	Juanita Cannon
Isabella Towers	1515 Isabella Circle
KHDC Duplexes	Scattered throughout Mechanicsville with the office located at 1621 Jourolmon Avenue
Lee Williams	317 McConnell Street
Lonsdale Homes	2020 Minnesota Avenue
Love Towers	1171 Armstrong Avenue
Main Office Complex	901 Broadway North
Mechanicsville	Scattered throughout Mechanicsville with the office located at 1621 Jourolmon Avenue
Montgomery Village	4530 Joe Lewis Road
Nature's Cove	2639 Bakertown Road
North Ridge Crossing	712 Breda Drive
Northgate Terrace	4301 Whittle Springs Road
Passport Homes/Residences	Scattered throughout Mechanicsville with the office located at 1621 Jourolmon Avenue
Supportive Maintenance	302 East Anderson
The Residences at Eastport	McConnell Street
The Verandas	107 Flenniken Avenue
The Vista	957 East Hill Avenue

Valley Oaks	3504 Oak Branch Circle
Walter P. Taylor Homes	317 McConnell Street
Western Heights	1621 Jourolmon Avenue

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 vendor. Should additional costs arise, KCDC reserves the right to accept these charges provided the vendor documents the increased costs. KCDC reserves the right to add or delete sites (properties) as needs change.

3. **CODES AND ORDINANCES**

All work covered by this award 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. The successful vendor and any sub-vendors must meet and fulfill all requirements of the local building department and fire jurisdiction.

4. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC’s Purchasing Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

5. **CONTACT PERSONNEL**

The vendor will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful vendor will introduce the new contacts to KCDC personnel.

6. **DAMAGE**

The awarded vendor is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential damage resulting from service provision as requested herein. This damage clause applies to all damages occurring due to this award regardless of the cause.

7. **EMPLOYEES**

Vendor will:

- a. Only allow personnel thoroughly trained and skilled to work on the KCDC job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees. Employees may not loiter on the premises before or after job working hours.

d. Provide at least one employee on every job assignment with the ability to clearly speak, read, write and understand the English language in order for KCDC’s representatives to effectively communicate with the vendor.

8. **ENTRANCE TO KCDC SITES**

Vendor 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 unless said person is an authorized employee of the vendor.

9. **EQUIPMENT:**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

10. **EVALUTION:**

KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process. This includes references and business capacity information.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions are at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” Vendors may wish to review certain applicable HUD instructions on KCDC’s webpage.

12. **IDENTIFICATION**

The vendor’s employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

13. **INSURANCE**

The vendor shall maintain, at vendor’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 vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The vendor 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 vendor under this contract

- a. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)". If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the vendor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. **Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Other Insurance Requirements:** Vendor shall:
1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, vendor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:
Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway, NE
Knoxville, TN 37917

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
 5. 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 vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
 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. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor 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 vendor enter into such an agreement on a pre-loss basis.
 8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor 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 vendor against any loss exposures, whether as a result of the project or otherwise.

14. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Invoices must:
 - 1. Be numbered
 - 2. Have a date on them that is after the work is completed or goods delivered
 - 3. Show the purchase order number
 - 4. Breakdown pricing according to the award structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates. For example:

ACME Company 123 Any Street Sometown, TN 37999 865.555.1212			
Invoice Date	01-10-16		
Invoice Number	12345		
Purchase Order Number	123456-123456		
Service/Delivery Date	12-31-15		
Service/Goods Details			
Item	Rate	Quantity	Total
Labor Hours-Laborer (per bid)	\$20.00	6	\$120.00
Labor Hours-Technician (per bid)	\$25.00	4	\$100.00
Rock (per ton with 8% discount)	\$50.00	1	\$50.00
Dumping Fee	\$100.00	1	\$100.00
Boards, 2 x 4, pressure treated (per bid)	\$1.00	75	\$75.00
Grand Total			\$445.00

- 5. Be suitable for scanning since KCDC does not maintain paper records.

Note: KCDC strongly encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Invoices must be submitted within 90 days of the date the goods or services were. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.

- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the vendor. Taxes shown on KCDC’s invoices will not be paid.
- e. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Vendors will need to set up their access to KCDC’s Vendor Portal to track actual payments made.

15. **LENGTH OF AWARD**

The length of the award will initially be 12 months. The award has four one-year optional renewals that can be exercised upon KCDC's request.

16. **LICENSING**

- a. Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this award, the vendor shall maintain the required licenses.
- b. In addition to any City or County licenses that may be required, all vendors must be licensed vendors as required by the “Vendor’s Licensing Act of 1994” as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Vendors. For your convenience, an envelope coversheet is at the end of this document. Use it to supply the required information.
- c. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will exceed \$25,000. However, KCDC will abide by any opinions or rulings that the State Vendor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.
 - BC
 - BC-29
 - BC-B
 - HC
 - HRA
 - HRA-E.2
 - S
 -

17. **PRICE STRUCTURE**

- a. At the end of the award term, the successful vendor may request a price increase. Proof of increased cost to the successful vendor must accompany price increase requests. KCDC may, at its option:

1. Accept the proposed price increase.
 2. Reject the proposed price increase.
 3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful vendor may:
1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- c. Price decreases are allowed at any time with or without notice.

18. **QUESTIONS**

Submit questions pertaining to this document via email with “Questions about Tree Trimming Services” in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

19. **RESPONSIBILITIES**

At no expense to KCDC, the vendor will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other vendors.

20. **SAFETY**

- a. The vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.

- d. The vendor shall protect all buildings, appurtenances and furnishings from damage, done or caused by work performed under this award. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.
- e. Vendor 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 on commencement of award.
- f. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

21. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful vendor will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

22. **SECURITY**

The successful vendor is responsible for providing (if necessary) any and all 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.

23. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Not be on HUD's Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC's permission.
- e. Comply with the Davis Bacon requirements and submit certified payrolls.

24. **WAGE COMPLIANCE**

This work is federally funded and “prevailing wage” requirements apply. Generally, the successful vendor will be required to submit certified wage compliance forms once per month.

- a. Two forms are used:
 - 1. “Employee Statement of Time/Wage Skilled Labor/Employee Statement of Time/Wage Unskilled Labor.”
 - 2. Certification of Wage Compliance.

These forms and completion instructions are supplied to the successful vendor.

- b. The minimum rates are below. HUD reviews these rates yearly and should HUD raise the rates, KCDC will permit the vendor to increase their bid rate provided there is an actual cost increase to the vendor.

The vendor must remember that HUD’s guidance is that the **tools used**, not titles given, determine the proper classification and pay rate.

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Equipment Operator I	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
Skilled Laborer	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88

- c. These requirements apply to all subcontractors that used by the successful vendor.

25. **WORK HOURS**

Acceptable work hours for routine work are Monday through Friday from 7:30 a.m. until 4:00 p.m. To work additional hours or days, discuss the request with the Senior Asset Manager at the site. Emergency calls of course go beyond and before these hours.

Scope of Work

1. **ARBORIST**

Vendor is to have an arborist on staff or on call.

2. **CLEAN-UP**

All brush less than three inches must be chipped. All chips must be chipped into a truck and hauled away.

All loose, broken, or cut branches shall be cleaned out from the tree before leaving the job. Disposal will be done off the site by methods and locations approved by the city and/or county. The vendor will pay for disposal.

In no case shall brush or wood be allowed to remain on public thoroughfares overnight or on lawns unless arrangements have been made with the property owners and the brush piles are properly marked for safety.

Debris cleanup will be completed daily. Work sites shall be left in at least as neat and orderly a condition as originally found. If the ground cover is disturbed, vendor shall restore with grass seed or sod and then place a cover over it. Typically, the cover will be straw.

3. **CORRECTION OF WORK**

The proposer shall promptly correct all work (at own cost) rejected by KCDC as faulty, defective, or failing to conform to this agreement whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed.

4. **CRANES**

- a. If during the term of this agreement, the use of a crane is required, the crane rental shall include an operator, travel time, fuel, vital fluids, maintenance, repair, permits, and related items necessary to complete the work in accordance with this specification.
- b. Only one crane mobilization paid as an each price allowed per job. Work in one area or on one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the vendor shall be paid for one mobilization.
- c. Once KCDC has approved the use of a crane, the cost of the crane may be added to the bill.

5. **EMERGENCY TELEPHONE LINE**

The successful proposer will have a twenty-four hour emergency telephone number.

6. **JOB TURNAROUND**

- a. On normal routine work, KCDC will allow up to ten days to complete work once a notice to proceed is given. Particularly large jobs will be allotted additional time. Emergency work is to be completed in a timely manner consistent with the urgency of the circumstances. Circumstances can include, but are not limited to, additional potential for damage, safety and access.
- b. If the vendor does not complete the work within the specified time frame, the vendor will be assessed damages of twenty-five dollars (\$25) a day for each day the vendor fails to meet the established deadline, unless there are delays caused by KCDC or circumstances beyond the vendor's control. Any delay that is beyond the vendor's control, regardless of time or costs, must be promptly documented and the circumstances clearly stated with an estimate of the amount of time or costs the project will be impacted.

7. **MEASURE AND PAYMENT**

- a. Tree removal shall be paid for at the contract unit price per each determined by the caliper of each tree and the corresponding pay size in the following schedule: 10" or less, over 10" – 18", over 18" – 26", over 26" – 34", over 34" – 42", over 42" – 46" and over 46".
- b. The caliper of a tree shall be the diameter at breast height measured 4½ feet above the ground. No consideration of the height or canopy will be given regarding pay size. Tree removal shall include removal of the stump, excess stump chips, and all limbs and trunk as part of the item. The areas shall be raked and swept clean.
- c. Payment for each item shall include all labor, materials, transportation, fuel, supervision, equipment, services, dump disposal charges, incidentals, and related items necessary to complete the work in accordance with this specification. However, crane rental charges, when pre-approved by KCDC, may be added.
- d. Tree trimming shall include removal of all tree debris. The area shall be raked and swept clean.

8. **PRUNING TECHNIQUES**

Pruning cuts shall be in accordance with ANSI A300 pruning standards.

9. **TREE TRIMMING**

- a. All trees will be trimmed by the lateral ("Natural," "Drop-Crutching") method. All limbs will be trimmed to a main stem, or lateral, which extends away from the line. When side trimming, all cuts will be made to just in front of the branch collar of a parent stem, all overhanging limbs removed, and tops of trees floated back away from the line.
- b. The natural symmetry and beauty of the trees that are trimmed shall be considered. Stubs will not be permitted.

- c. In trimming, all cuts shall be made flush to laterals that are at least one-third the size of the leader limb.
- d. Branches or limbs growing generally vertically, when cut to obtain clearance or to direct growth horizontally, shall be cut flush with a laterally growing branch or limb.
- e. Avoid stubbing limbs to prevent stimulating development of sucker clusters or limbs stubs.
- f. Tearing of bark shall be avoided.
- g. Directional trimming will be used in order to discourage growth towards the conductor while permitting the tree to follow closely its normal growth habits.
- h. Protruding lower limbs which may need trimming shall be cut back to the branch collar at the trunk of the tree, if possible.
- i. All cuts shall be made so as to provide maximum protection to the tree and to insure proper healing of the wound. Only employees who have been given proper training in tree trimming and who are considered skilled and qualified shall be used for cutting and trimming work done off the ground. Common labor used as helpers in tree removal work shall be under the supervision of a skilled tree employee.

10. **UTILITIES**

The vendor is solely responsible for:

- a. Contacting utility companies prior to the start of work.
- b. Locating and identifying all underground utilities that might interfere with their work.
- c. Vendor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before climbing, entering or working around any tree.
- d. Only a qualified line-clearance tree trimmer shall be assigned to the work if it is found that an electrical hazard exists. A qualified line-clearance tree trimmer is a tree worker who through related training and on-the-job experience is familiar with the special techniques and hazards involved in line clearance. (OSHA Standard 29CFR 1910).
- e. The vendor shall protect overhead utilities (cable, electric, telephone, et cetera) from damage and shall be responsible for all claims for damage due to its services. The vendor shall coordinate with the utility company for the removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the services of this agreement.











11. **WORK STANDARDS**

- a. All work shall be performed in accordance with current Tree Care Industry Association (TCIA) ANSI A300, TCIA Z-133 and Occupational Safety and Health Administration (OSHA) standards and all applicable state and local laws, ordinances and regulations.
- b. Climbing may be required to trim trees. Fall protection such as safety harnesses, belts, ropes, lanyards, and/or slings appropriate for the job shall be used at all times when working aloft. Climbing spikes are not allowed as they may cause irreversible damage.
- c. All trees shall be trimmed by the “thinning cuts” method. All cuts shall be made to provide maximum protection to the tree and to insure proper healing. Only skilled and qualified employees with proper training in tree trimming shall be used for cutting and trimming work.
- d. Trees, which cannot be felled without danger to traffic or injury to other plants or property, shall be cut in sections from the top down.
- e. All limb removal shall comply with the Class II Pruning Standard of the Tree Care Industry Association (TCIA). The latest edition must be used for all pruning work performed under this agreement.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Tree Trimming and Removal Services Q1619
Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow  Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org .	
Printed Name and Title 	
Company Name 	
Street Address 	
City/State/Zip 	
Contact Person (Please Print Clearly) 	
Telephone Number 	
Fax Number 	
Cell Number 	
Vendor's e-mail address (Please Print Clearly) 	

Addenda

Addenda are posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a quote.

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"/>
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Statistical Information

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
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As defined on KCDC's webpage ("General Instructions to Vendors"), this business qualifies as being:

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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State of Tennessee Contractor License Number

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Vendor: _____

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor 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 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 firm, or, to fix any overhead, profit, or cost element of the offer price or the offer 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 award or agreement; and
4. 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. The vendor is not ineligible for employment on public contracts because 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 an award let by the State of Tennessee or any political subdivision thereof.
6. 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.
7. No employee, officer or agent of the grantee or subgrantee 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 firm selected for award.
8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
9. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted 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 _____	



Vendor: _____

Total price to perform tree cutting and removal services. This price includes cutting down the tree and all other costs including stump removal.

Trees 10 inch or less caliper	\$	per tree
Trees over 10 to 18 inch caliper	\$	per tree
Trees over 18 to 26 inch caliper	\$	per tree
Trees over 26 to 34 inch caliper	\$	per tree
Trees over 34 to 42 inch caliper	\$	per tree
Trees over 42 to 46 inch caliper	\$	per tree
Trees over 46 inch caliper	\$	per hour

Tree Trimming and Shaping Costs

Two person lift crew	\$	cost per crew per hour
Three person lift crew	\$	cost per crew per hour
Four person lift crew	\$	cost per crew per hour

Other Charges. Use this section to detail costs for other services that may apply.

Do not change KCDC's pricing structure (shown above). If you want changes, submit the request in advance for consideration.



Vendor: _____

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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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:
