

Requests for Quotes

FOOD ITEMS FOR THE MANOR

Proposal Number: Q1621

Due Date: 11:00 a.m. (Eastern Standard Time) on April 15, 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.

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 operates The Manor at Northgate Terrace (4301 Whittle Springs Road in Knoxville). The Manor provides supportive services for seniors wanting to maintain an independent life style. The Manor offers services to seniors who are 60 years and older in an active community. The Manor provides a private apartment setting specifically for individuals who are experiencing daily living issues often associated with the aging process. Residents are charged rent based on their income in addition to a flat monthly service fee. Part of that fee covers breakfasts for which KCDC buys the products. The intent of this solicitation is to arrive at an arrangement with a vendor to supply those supplies as needed.

2. **BRAND NAMES**

The quoted brand names are to provide potential vendors with a reference point for the quality and characteristics of the desired products. If generic brands are as good as and less expensive than brand names, KCDC will consider them. When vendors choose to bid "equal" products they:

- a. Will submit descriptive literature with their bid
- b. May be asked to submit samples
- c. Acknowledge that KCDC is the final arbitrator of "equality."

3. **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.

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. **DELIVERY**

Generally, KCDC will need the items delivered on a monthly basis. However if the vendor waives fees for not ordering specific quantities, KCDC will consider ordering every 1.5 months.

7. **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.

8. **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.

9. **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.

10. **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.



11. **PRICE STRUCTURE**

- a. At the end of each month, 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.

12. **QUESTIONS**

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

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Food Items for The Manor Q1621
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 Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

As defined on KCDC's webpage ("General Instructions to Vendors"), this business qualifies as being:

Section 3 Small Business Woman Owned

Delivery Policy

[Detail Your Company's Delivery Policy/Guidelines Here](#)



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 _____	



Food Items for The Manor Q1621

Solicitation Document C Costs

Vendor: _____

ITEM	DESCRIPTION	SIZE	TYPICAL MONTHLY FREQUENCY	BRAND/ITEM BID	PACKAGING	COST EACH
Apple Juice	"White House"	12-46 ounce cans	5 cases every five weeks			\$
Bacon Bits	"Kroger Bac'n Bits" Imitation Flavored	12 ounce	1 bottle every two months			\$
Cereal	"Kellogg's Raisin Bran"	20 ounce (16 per case)	1 case every five weeks			\$
Cereal	"Total"	12 ounce (16 per case)	Alternate with "Raisin Bran"			\$
Cereal	"Kellogg's Corn Flakes"	12 ounce (16 per case)	1 case every 5 weeks			\$
Cheese Sprinkles	"Kroger" Cheese Flavored imitation	2 ounce bottle	1 or 2 a month			\$
Coffee	"Maxwell House" Decaffeinated	11.5 ounce (12 per case)	1 case every five weeks			\$
Cream of Wheat	"Nabisco" microwave, individual packages	12 ounce (12 packs per box)	5 or 6 boxes per month			\$
Grape Juice	"Welch's"	8-46 ounce plastic	8 cases every five weeks			\$
Grits	Instant, microwave, individual packages. Regular "Quaker"	12 ounce (12 packs per box)	1 case every five weeks			\$
Jelly	"Fifty-Fifty" <u>Sugar Free</u>	12 ounce jar	7 or 8 jars per month			\$
Jelly	"Welch's" Grape	32 ounce (12 per case)	1 case every five weeks			\$



ITEM	DESCRIPTION	SIZE	TYPICAL MONTHLY FREQUENCY	BRAND/ITEM BID	PACKAGING	COST EACH
Jelly	"Parade" Strawberry	18 ounce (12 per case)	1 case every five weeks			\$
Jelly	"Bama" Apple Jelly	16 ounce (12 per case)	1 case every five weeks			\$
Jelly	"Whitehouse" Apple Butter	12 ounce (12 per case)	Alternate with Apple Jelly			\$
Margarine	Tubs, Country Crock or Shedd's Spread vegetable oil,	3 pound tub (12 per case)	1 case every five weeks			\$
Mixed Fruit	"Del Monte Fruit Cocktail" Light syrup or in juice.	15 ounce can (24 per case)	6 case every five weeks			\$
Oatmeal	Regular, Instant, microwave, individual packages "Quaker"	12 ounce package (12 per case)	2 cases every five weeks			\$
Oatmeal	Instant, Maple or Brown Sugar, Instant, microwave, individual packages. "Quaker".	12 ounce box (12 per case)	2 cases every five weeks			\$
Pancakes	Frozen, Microwaveable "Pillsbury"	16.4 ounces per box (12 pancakes per box)	10 cases every five weeks			\$
Peaches	"Del Monte Light"	15 ounce can (24 cans per box)	7 cases every five weeks			\$
Pears	"Del Monte Halves"	15 ounce can (24 cans per box)	3 cases every five weeks			\$

ITEM	DESCRIPTION	SIZE	TYPICAL MONTHLY FREQUENCY	BRAND/ITEM BID	PACKAGING	COST EACH
Plates	Plastic, Six Inch "Solo" 6" Laminated foam	Carton of 1,000 (8 sleeves of 125)	10 boxes every six months			\$
Sugar	Packets	2,000 count	1 case every five weeks			\$
Sweetener	"Sweet N Low "	Carton has three, 1,000 packages of .035 ounce packets	Alternate with sugar			\$
Syrup	Light "Northwood's"	24 ounce plastic bottle	25 bottles per month			\$
Syrup	"Kroger" or "Northwood's Sugar Free (must be sugar free)	24 ounce plastic bottle	15 bottles per month			\$
Tea	"JFG"	Family Size, 12 boxes of 24 packages each	1 case as needed (maybe 1 case a year)			\$
Toilet Bowl Cleaner	Non-Industrial	32 ounce	1 every 3 months			\$
V8 Juice	"V-8"	5.5 ounce individual can (48 cans in a case)	5 cases every five weeks			\$
Vinegar	White	One gallon	1 every 3 months			\$
Delivery Charge						\$

Do not change KCDC's pricing structure (shown above) without KCDC's permission.

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/offers 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:

