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Request for Proposals

Solicitation Name	Landscaping Service (As Needed)
Solicitation Number	Q1929
Must Arrive by	By 11:00 a.m. on March 22, 2019
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917 <p style="text-align: right;"> <small>OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD</small></p> <p style="text-align: center;">Procurement is located behind the main office building.</p>
Electronic Copies	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org . Use the MS Word version to prepare your proposal.
Responses may be Emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date	<input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Time	<input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Location	<input checked="" type="checkbox"/> Not Applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.
Award Results	KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.

Check KCDC's webpage for addenda and changes before submitting your response



General Information

1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include the Five Points 1, 2,3 LPs; Lonsdale Homes, LP; North Ridge Crossing, LP and The Vista at Summit Hill, LP.
- b. KCDC desires the services of a highly qualified supplier to provide landscaping services for KCDC properties on an as needed basis. Note that this solicitation does not include routine mowing services (except for KCDC Main Office complex at 901 N. Broadway).
- c. KCDC wants suppliers to ask questions and provide suggestions to keep costs as low as possible while providing excellent service. Accordingly, the successful supplier will, when work estimates are requested, provide the requestor with information about:
 - Low maintenance plants suitable for the site (soil type, durability, watering requirements, et cetera)
 - Optional weeding programs
 - Optional watering programs
 - Landscape fabric options
- d. Each site has its own landscaping needs which will be based on a plethora of factors. These factors include but are not limited to:
 - Architectural styles
 - Finances
 - Neighborhood standards
 - Size
 - Terrain
 - Topography
- e. Services envisioned (though not guaranteed nor all inclusive) include:
 - Aeration
 - Excavating and grading
 - Fertilization/Weed Control
 - Fertilizing
 - Installation of sediment and erosion control measures
 - Irrigation System Installation and Maintenance

- Mulching and watering
- Plant installation
- Pruning and trimming
- Seasonal Changing of Plants
- Seeding and sodding
- Site assessment and design services
- Site preparation
- Snow and Ice Removal
- Trash and debris removal
- Weeding

2. **Changes after Award**

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

3. **Codes and Ordinances**

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

4. **Contact Policy**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC's Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

5. **Damage**

The supplier is responsible for all damage to buildings, equipment, premises and all other types of potential damage resulting from the provision of the services requested herein.

6. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.

- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.
- h. Employees will check in at KCDC sites when they show up to work and inform the management staff of what is to be accomplished during the visit.

7. **Entrance to KCDC Sites**

Only those employees working on a KCDC project are allowed on KCDC's premises. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.

8. **Equipment:**

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

9. **Evaluation**

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid/proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC's best interests.
- d. KCDC's Evaluation Team may elect to interview one or more suppliers before making an award. KCDC shall not reimburse the supplier for the costs associated with the interview process.
- e. KCDC evaluates responses on a weighted evaluation system. The categories and points assigned for each category are below.

Factors	Maximum Points
Fee Schedule Hourly Costs Plant/Materials Markup	35
Business Capabilities Firm size Staff composition Financial Stability Quality Control program	30
Assigned Personnel Knowledge Qualifications of personnel to be assigned to KCDC's project Certifications	30
References Ratings from references Size/nature of other jobs Creativity of Projects Cost Control of Projects	5
Total Points Possible	100

10. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

11. **Insurance**

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email purchasinginfo@kcdc.org detailing any requested changes before this solicitation's due date.

12. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers have to set up their access to KCDC's Supplier Portal to track actual payments made. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether or not to submit a response to this solicitation.

- d. Invoices must:
1. Be numbered
 2. List a date on them that is after the work is completed or goods delivered
 3. List the purchase order number
 4. Breakdown pricing according to the award structure
- e. KCDC requires that invoices be submitted via email.
- f. Invoices shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, a complete description of work performed, location, and date. The supplier must also include copies of their manufacturer's/supplier's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked.
- g. If the supplier foresees exceeding the original estimate, notify the project manager for approval in order to proceed on the additional work.

13. **Length of Award**

The initial award will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

14. **Licensing**

Suppliers must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the supplier shall maintain the required current licenses. The Executive Director of the State Licensing Board has ruled that the prime supplier must have one of the following licenses for this project:

- BC
- BC-29
- BC-B
- HRA-E.2

15. **Locations**

KCDC has the major locations listed below which may need landscaping services. KCDC also owns numerous duplexes that may also need landscaping services from time to time. Additional sites may be added as KCDC's needs change. Being listed does not mean that services will be required.

Site	Address	Contact Person	Phone
Austin Homes	957 East Hill Avenue	Darrell Lindsey	403-1300
Autumn Landing Apartments	6331 Pleasant Ridge Road	James Pruitt	403-1422
Cagle Terrace	515 Renford Drive	Rhonda Harris	403-1310
Eastport Residences	McConnell Street	Kim Clark	403-1390
Five Points (Phase I, II, III, IV)	McConnell Street	Kim Clark	403-1390
Isabella Towers	1515 Isabella Circle	Sam Chambers	403-1340
Lonsdale Homes	2020 Minnesota Avenue	Darlene Farmer	403-1350
Love Towers	1171 Armstrong Avenue	Steve Ellis	403-1360
Main Office	901 Broadway NE	Jack Canada	403-1371
Mechanicsville Homes	Mechanicsville area	Darlene Farmer	403-1350
Montgomery Village	4530 Joe Lewis Road	Linda Jeter	403-1380
Nature's Cove Apartments	2639 Bakertown Road	James Pruitt	403-1422
North Ridge Crossing	712 Breda Drive	Andronicus Thomas	403-1320
Northgate Terrace	4301 Whittle Springs Road	Terri Evans	403-1400
Passport Section 8	1626 Wallace Street area	Beth Bacon	403-1390
Passport Property	1626 Wallace Street area	Beth Bacon	403-1390
Supportive Maintenance	Cornelius Avenue	Jack Canada	403-1371
Valley Oaks	3504 Oak Branch Circle	Andronicus Thomas	403-1320
Verandas	107 Flenniken Avenue	Linda Jeter	403-1380
Vista	957 East Hill Avenue	Darrell Lindsey	403-1300
Western Heights	1621 Jourolmon Avenue	Kristie Toby	403-1420

16. **Price Structure**

- a. At the end of each twelve-month period, the supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of increased cost, in the form of Producer Price Index (PPI) increase for Knoxville to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- b. Suppliers may decrease prices at any time with or without notice.

17. **Questions**

Direct questions to purchasinginfo@KCDC.org with "Landscaping Services" in the subject line, at least five business days prior to the due date.

18. **Safety/OSHA Guideline Compliance**

- a. The safety of staff and the public is of prime concern to KCDC and all costs associated are the supplier's responsibility.

- b. Supplier shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- e. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.

19. **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 suppliers 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 suppliers 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 suppliers 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? This can be accomplished 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. Supplier shall seek to fill all positions that are unfilled with KCDC residents.

For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will give KCDC job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier 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 supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

20. **Site Examination**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein.

Supplier understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

21. **Smoking Policy**

KCDC has a Smoke Free policy that applies to you, your employees and all subcontractors. Specifically, the policy (which is HUD required) mandates:

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

HUD definitions include:

- ✓ “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- ✓ “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- ✓ Property means all buildings, parking lots, streets, structures and **land** owned by owners.

Should supplier staff be observed violating these requirements, KCDC’s Procurement Division will notify the corporate level contact about the problem. Should there be recurrences; owners may ask the supplier to not send the employee to owner’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

22. **Wage Compliance**

This work is federally funded and “prevailing wage” requirements apply. The successful supplier must submit certified wage compliance forms once per month for all sites that are traditional public housing (many of KCDC’s properties have transitioned to a different HUD funding model and the rest will too). Failure to do so will be sufficient cause for withholding payment and/or termination of the contract. Additionally, periodically KCDC will have to “interview” one or more of your employees while they are on site working. These are brief interviews that usually last around two minutes.

- a. Two forms will be used:
 1. Employee Statement of Time/Wage Skilled and Unskilled Labor.
 2. Certification of Wage Compliance.
- b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of at Least
Carpenter	\$11.72	\$3.28	\$15.00
Concrete Finisher	\$10.01	\$0.00	\$10.01
Custodian	\$ 6.99	\$1.96	\$8.95
Electrician	\$11.72	\$3.28	\$15.00
Elevator Technician	\$11.72	\$3.28	\$15.00
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
Housing Craftsman I	\$10.76	\$3.01	\$13.77
Housing Craftsman II	\$11.72	\$3.28	\$15.00
HVAC Laborer	\$ 8.31	\$2.33	\$10.64
HVAC Technician	\$11.72	\$3.28	\$15.00
Laborer	\$ 7.62	\$2.13	\$9.75
Mower	\$ 7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Pest Control Technician	\$ 8.31	\$2.33	\$10.64
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Plumber's Assistant/Helper	\$ 9.87	\$2.76	\$12.63
Pressure Washer	\$ 8.31	\$2.33	\$10.64
Roofer	\$13.00	\$0.00	\$13.00
Skilled Laborer	\$ 8.31	\$2.33	\$10.64
Welder	\$11.72	\$3.28	\$15.00

- c. Suppliers are to understand that if the classifications shown above are not adequate to describe the actual work performed, they will have to request additional classifications from KCDC. Additionally, suppliers are to note that they cannot go by what title they assign their workers. The applicable classification is determined by the work performed-not titles.
- d. These requirements apply to all subcontractors that may be used by the successful supplier.
- e. KCDC will revise these rates when required by HUD and the Department of Labor. Typically, these rates are subject to yearly review by HUD and the Department of Labor. Should the review require higher rates, the awarded supplier may charge increase their rates to reflect the change.
- f. These requirements currently apply only to these sites. As these sites convert to the new funding model, these requirements will no longer apply:
- Cagle Terrace
 - Isabella Towers (scheduled to convert fall 2019)
 - Love Towers (scheduled to convert fall 2019)
 - Northgate Terrace
 - Western Heights

23. **Work Hours**

KCDC's normal work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. After hours and weekend work may be permissible at certain sites and the success supplier(s) will, if desired, discuss this with the site managers.

Scope of Work

24. **General Description of Desired Work**

KCDC desires routine services and "as needed" landscaping services. Every KCDC site will have different needs that evolve over time, so this RFP is written to have maximum coverage of services.

25. **Chemicals**

This work may require chemical application from time to time. If so, the supplier must be properly licensed and provide KCDC with a copy of the license. Any chemicals used must be safe and properly applied. SDS information must be on file with KCDC. A supplier's failure to have a license for the application of chemicals will not lead to the rejection of their proposal. However, licenses must be in place and on file with KCDC before any chemical application (if requested) occurs.

26. **Debris**

Any landscape debris (brush, grass, weeds, tree limbs, trunks, stumps, et cetera) must be removed by the supplier and disposed of at an approved landfill or properly recycled. Debris shall be paid on a tonnage basis.

27. **Guarantees**

- a. Suppliers shall guarantee the replacement (at no additional cost to KCDC) of all *maintained* trees, shrubs, ground covers flowers and lawn areas from the date of acceptance and one year afterward. Maintained means watered (manually or by nature) as required for the plant's proper growth.
- b. Any damage and/or loss to permanent plants which can be shown by the supplier, to the satisfaction of KCDC's representative, to have resulted from traffic accident, vandalism, theft or natural disasters such as hurricanes, hailstorms, violent wind or thunderstorms, blizzards, or the like, will be replaced by the supplier at KCDC's expense.

28. **Irrigation System Maintenance**

The supplier shall inspect, maintain and repair the irrigation systems as requested. Specifically, this includes:

- a. Evacuating water from the complete system with a high volume air compressor (25 C.F.M. or larger with pressure regulator adjusted to 80 PSI or less) to ensure that the system does not freeze during the winter months.
- b. Move all manual-auto switches in controller panels to the "off" position. Power should remain on during the winter months.

- c. Repair the system as necessary prior to startup and after closedown. All irrigation parts shall be replaced in kind.
- d. Do all things necessary to protect the system during the winter months.

29. **Mowing at 901 N. Broadway**

- The successful supplier will mow this site weekly during the growing season. KCDC prefers that the mowing occur on Wednesdays after 4:00 p.m. or on Saturdays. Mowing is not permitted on the fourth Thursday of the month as KCDC's Board meets on that day. As this is KCDC's main office building, the grounds must be properly maintained to present a very positive public image.
- Suppliers will send each month's mowing schedule to the Supportive Maintenance Manager in advance. Whenever the schedule is adjusted, send a text, email or call the Senior Asset Manager.
- KCDC anticipates 29 mows per year (but reserves the right to add additional mowing's if they are needed. Suppliers may assume that generally the site will be mowed weekly but on occasion, the site may not need to be mowed. KCDC assumes cuts start the second week in March and end October 31st, with a cut every 7 days.
- If the supplier damages private property such as vehicles, the supplier takes care of it directly with the owner.
- Supplier shall immediately report any damage to KCDC property or damage to private personal property. Make such reports to the Supportive Maintenance Manager.
- Normal amounts of clippings may be left on the turf. Supplier will remove excessive clippings that would kill or harm the grass.
- Supplier shall blow off all entrances, patios, sidewalks, all driveways and other normal walking areas around facilities.
- Excess amount of grass accumulated during blowing of sidewalks, driveways, main entrances, facilities shall be removed from site.
- Clippings shall not be discharged along building foundation side areas, or blown into bedding areas or tree rings or swells.
- HVAC units and equipment shall be cleared of cuttings by blowing after each cut.
- Cuttings are not to be placed in KCDC's dumpsters.
- The supplier will keep all swells and/or storm water drains clean and free of grass clippings/debris.
- Leaf removal is to be priced for KCDC to use as/when necessary and desired by KCDC. There is no guarantee that KCDC will use this portion of the solicitation.

- Normally KCDC staff will pick up limbs. However should there be limbs down in areas that need mowed, the supplier will remove the limbs.
- The supplier is to remove large litter (within reason). The supplier shall dispose of litter in a manner acceptable to all county and state codes and ordinances.
- Supplier shall mow to a height no greater than four inches and no less than three inches.
- Suppliers shall keep clippings and debris off sidewalks and roads.
- Suppliers shall mow or trim the areas where sidewalks, curbs and road connect.
- Suppliers are not be responsible for weeds growing in the middle of roads or parking lots.
- Supplier shall mechanically edge along sidewalks once a year and during the remainder of the mowing season, these areas are to be string trimmed.
- Supplier shall string trim the areas listed below to the specified mowing height (no greater than four inches and no less than three inches).
 - Courtyards
 - Curbs
 - Fencing
 - Mulch Beds
 - Mulch Rings
 - Parking Lots
 - Shrubs
 - Sidewalks
 - Structures
 - Tree Rings
 - Walkways
- The supplier will trim all areas where a parking lot connects with a sidewalk or curb. Supplier is not responsible for trimming in cracks where parking lots do not connect with the sidewalk or curb.
- The successful supplier shall avoid leaving tread marks and grass stains on sidewalks, parking lots and other such surfaces. Supplier is responsible for removal of such stains.

30. **Pesticides/Herbicides**

All pesticides and herbicides shall be selected to act on an identified pest and used to protect the plantings from infestations and/or serious damage. All submitted pesticides and spray schedules should conform to industry best standards. Labels shall conform to federal and state laws. Do not deliver pre-mixed pesticides to the work site.

31. **Plants**

- a. Plants expected to be purchased are listed in the proposal response section in order to get an idea of current costs. KCDC understands that actual costs may vary at the time of work initiation. KCDC and the supplier will arrive at a mutually satisfactory price schedule upon final determination of plants to be used.
- b. A plant shall be dimensioned as it stands in its natural position.

- c. Large plants cut back to sizes specified will be rejected.
- d. Plants shall be sound, healthy and vigorous growing specimens.
- e. Plants shall exhibit uniform growth and a form characteristic of their species.
- f. Plants shall have normal, well-developed branches.
- g. Plants shall be free from any infestations or defects, including but not limited to decay, disfiguring knots, frost and sunscald injuries, abrasions of the bark, girdled trunk or branches, head malformed from overcrowding, damage due to machinery operation, improper pruning and blasted buds.
- h. All trees shall have straight trunks with a sturdy central leader. Clump forms may have more than one straight leader. Lateral branches shall arise near right angles forming U-shaped crotch. Trees with V-shaped crotches will be rejected. In the case of in-grade street trees, branching shall start at seven feet from the base of the trunk.
- i. All trees shall have been properly pruned to ensure a strong, sturdy tree canopy.
- j. Foliage shall be free from chlorosis, yellowing blemishes or damaged parts.
- k. Plants shall have vigorous fibrous root systems.
- l. Container grown plants shall have been grown in the container long enough to develop new fibrous roots so that the root mass will retain its shape and hold together when removed from the container. All recently potted or root-bound plants will be rejected.

32. **Seeds**

- a. All seed shall be clean, pure seed. Seed shall be free of varieties not specified and shall be free of noxious weed seed and any extraneous matter.
- b. Seed shall be fresh material of the latest crop, mixed in the following proportions by weight which meets the following standards for pure live seed (P.L.S.) (purity x germination) content 8.

33. **Timeline**

Once the supplier has received the Notice To Proceed (purchase order or a specific email), the supplier has ten calendar days to mobilize at the job site and begin work. However, KCDC will accept inclement weather delays provided staff concurs that the weather was indeed unsatisfactory for work.

34. **Water**

Water will be available for the supplier's use. The supplier shall provide hoses and equipment to transport water from the work site source to areas and specific locations where water is to be used. This shall be at the supplier's expense.

35. **Submittal Instructions**

Submit your information in the order indicated below:


Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Supplier's Cost Information	Supplier
Solicitation Document E	Supplier's Business Qualification & Plan	Supplier
Solicitation Document F	Supplier's References	Supplier


- a. Place your company's name on each page and number all pages consecutively.
- b. The use of tables in presenting information facilitates the evaluation team's review.
- c. Do not use phrases such as "See the attached" or "Will be provided upon award."
- d. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.


[This and the Previous Pages Do Not Need to be Returned](#)


Landscaping Services Q1929
Solicitation Document A General Response Section


General Information about the Supplier


Sign Your Name to the Right of the Arrow 
 By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.


Printed Name and Title 


Company Name 


Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

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

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 Americans <input type="checkbox"/> White <input type="checkbox"/>	

Cooperative Procurement

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

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Supplier: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, 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, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies:

12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

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

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

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

Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract is, is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

Landscaping Services Q1929

Solicitation Document D Cost Information

Provide the following information for evaluation purposes but understand that actual work and materials may be different than indicated below and will be negotiated as needed. You may add items to the lists below.

Plants

Item	Cost	Unit of Measure
Azaleas, Autumn Embers™ 3-gallon container	\$	Each
Daylily, Golden Prize	\$	Each
King Alfred Daffodils	\$	Each
Knockout Roses 3 gallon containers	\$	Each
Leyland Cypress <i>Cupressocyparis leylandii</i> (5 gallon containers)	\$	Each
Maiden Fountain Grass 3 gallon containers	\$	Each
Mulch, Hardwood	\$	Cubic Yard
Mums - Various Colors (10" pots)	\$	Each
Ornamental Cabbage	\$	Each
Pampas Grass, five-gallon containers.	\$	Each
Sod	\$	Per Square Yard
Top Soil	\$	Cubic Yard
Tulips	\$	Each
Other:	\$	Each
Other:	\$	Each
Other:	\$	Each

Trees

Item	Cost	Unit of Measure
Redbud, 4 foot	\$	Each
Redbud, 6 foot	\$	Each
Redbud, 8 foot	\$	Each
Redbud, 10 foot	\$	Each
Dogwood, White, 4 foot	\$	Each
Dogwood, White, 6 foot	\$	Each
Dogwood, White, 8 foot	\$	Each
Dogwood, White, 10 foot	\$	Each
Dogwood, Pink, 4 foot	\$	Each
Dogwood, Pink, 6 foot	\$	Each
Dogwood, Pink, 8 foot	\$	Each
Dogwood, Pink, 10 foot	\$	Each
Maple, Silver, 4 foot	\$	Each
Maple, Silver, 6 foot	\$	Each
Maple, Silver, 8 foot	\$	Each
Maple, Silver, 10 foot	\$	Each
Other:	\$	Each
Other:	\$	Each
Other:	\$	Each

Landscaping Services Q1929

Solicitation Document D Cost Information

Labor

Item	Cost	Unit of Measure
Aeration Services	\$	Square Foot
Bed Detail Services	\$	Hour
Herbicide or Pesticide Application	\$	Hour
Irrigation Installation/Repair	\$	Hour
Landscape Design	\$	Hour
Landscape Labor	\$	Hour
Plant/Mulch/Barrier Installation	\$	Hour
Shrub Trimming	\$	Hour
Snow/Ice Removal	\$	Hour
Spreading Top Soil or Mulch	\$	Hour
Other:	\$	Each
Other:	\$	Each

Parts and Supplies

Item	Cost	Unit of Measure
Herbicide	\$	Per gallon
Irrigation Parts	%	Over supplier cost
Landscape Fabric	\$	Square foot
Markup on Materials	%	Over supplier cost
Pesticide	\$	Per gallon
Other:	\$	Each
Other:	\$	Each

Mowing/Landscaping of 901 N. Broadway

Item	Cost	Unit of Measure
Monthly Fee	\$	Each
Fee for Leaf Pickup/Removal	\$	Each time
Other:	\$	Each
Other:	\$	Each

Landscaping Services Q1929
Solicitation Document E Supplier's Business Capabilities and History

The supplier will demonstrate their business history, capabilities and plan specific to KCDC by including these factors in their response to this section.

1. EXPERIENCE:

- Years in business.
- Years in business under this name.
- Years performing this type of work.
- Total number of business clients.
- Value of work now under contract.
- Value of work in place last year.
- Percentage (%) of work usually self-performed (not sub-contracted).
- Has your firm failed to complete a contract?
- Has your firm been involved in bankruptcy or reorganization?
- Does your firm have pending judgment claims or suits against it?
- What company is used for pre-employment criminal background checks?

2. SAFETY:

- Have you had OSHA fines within the last three years?
- Have you had job-related fatalities within the last five years?
- If you answer **YES** to either of the above questions, you **MUST** provide details describing the circumstances surrounding each incident.

3. PERSONNEL, EQUIPMENT & MATERIALS:

- How many total employees does your company employ?
- How many full-time and how many part-time Clerical/Administrators?
- How many full-time and how many part-time landscape employees?
- How many full-time and how many part-time Supervisors?
- Number of years of custodial experience for the person(s) proposed to work for KCDC.
- Describe your company's training program.
- Provide information about landscaping related training.
- Provide information about OSHA safety training.
- Provide information about quality control programs you have in place.

4. Detail your firm's past demonstrated ability to be innovative and creative. Provide examples of past products, demonstrated results and overall cost.

5. Indicate your utilization of technological advances in landscaping and the resulting benefits.

6. List the major equipment that your company owns.

7. Detail the various services that your firm provides.

8. Discuss your firm's expertise.

Appendix 1 Insurance Requirements**Part One: Statement of Insurance Requirements****1. INSURANCE**

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages.

The Supplier agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes Owner Entity(s) as additional insureds providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

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 the Owner Entities are automatically defined as an additional insureds, the Supplier shall add by endorsement, the Owner Entities as an additional insured for both ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements.

See paragraph "d.1." for exact naming of certificate holder and additional insured(s) (Owner Entity(s)).

- b. Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Contactor in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes Owner Entities as additional insureds.

See paragraph "d.1." for exact naming of certificate holder and additional insured(s) (Owner Entity(s)).

Appendix 1 Insurance Requirements

c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee.

d. **Other Insurance Requirements:**

1. Upon award, Supplier shall provide original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section as follows:

Certificate Holder shall be:

Knoxville's Community Development Corporation (KCDC)
901 N Broadway
Knoxville, TN 37917

Additional Insureds (Owner Entities) shall be:

- KCDC, its officials, officers, employees, and volunteers
 - Knoxville's Housing Development Corporation (KHDC)
 - Eastport Development, LP
 - Five Points 1 LP
 - Five Points 2 LP
 - Five Points 3 LP
 - Five Points 4 LP
 - Lonsdale, LP
 - North Ridge Crossing, LP
 - Vista at Summit Hill, LP
 - Montgomery Village Corporation
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Supplier enter into such an agreement on a pre-loss basis.
3. A minimum 30-day cancellation notice for all insurances (by endorsement if necessary) is required.
4. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.

Appendix 1 Insurance Requirements

7. 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.
8. All policies must be written on an occurrence basis.
9. **Require all subcontractors** to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier.

Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor'(s) commencing work.

- g. 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.
- h. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Landscaping Services Q1929

Appendix 1 Insurance Requirements

Part Two: Term Sheet - Insurance Requirements

Certificate Holder	Knoxville’s Community Development Corporation 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities)	KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Lonsdale, LP Montgomery Village Corporation North Ridge Crossing, LP Vista at Summit Hill, LP
GL (Contractor & Subcontractors)	\$1M / \$2M
Auto (Contractor & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Contractor & Subcontractors)	Statutory limits
30-day cancellation (Contractor & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Contractor & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Contractor & Subcontractors)	Required – must indicate on COI

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)