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www.kcdc.org

Request for Proposals

TEMPORARY EMPLOYMENT SERVICES

Due Date: By 11:00 a.m. (Eastern Standard Time) on September 30, 2015

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

Proposal Number: Q1606

Deliver Proposals to: Knoxville's Community Development Corporation
Purchasing Division (building behind the main office building)
901 Broadway N.E.
Knoxville, Tennessee 37917

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

Pre-Proposal Conference: None-submit questions via email.

Award Results: KCDC posts the award decision to its webpage 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 purchasing@kcdc.org.

General Information for Vendors

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 3,551 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties. KCDC employs approximately 150 persons to carry out these functions.

KCDC was created under Tennessee State enabling statutes in 1936. The primary source of funding for the operation of the various programs comes from the U.S. Department of Housing and Urban Development through an Annual Contributions Contract. Additional funding comes from grants, both local and federal, and in the collection of rent and related charges.

- b. KCDC has a regular employee base of approximately 145 persons. From time to time, KCDC requires temporary workers to perform additional or supplemental clerical, manual labor and other functions.
- c. The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from vendors to provide Temporary Employment Services for various KCDC departments and divisions on an as-needed basis. KCDC reserves the right to make awards to one or more vendors as best meets KCDC's needs. Staffing assignments may be anywhere from one day or one week, while other assignments may last a few months. KCDC does not guarantee any minimum amount of services.

2. **ACCEPTANCE**

A submission in response to this RFP will constitute acceptance of the terms and conditions of the RFP.

3. **AUTHORIZED KCDC CONTACTS**

KCDC authorizes the following persons to request services from the selected vendor(s).

Human Resources Director	Denise Campbell	403-1111	dcampbell@kcdc.org
Senior Human Resources Analyst	Wendy McGlasson	403-1111	wmcglasson@kcdc.org

4. **CHANGES AFTER AWARD**

It is possible that after award KCDC may 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 can document the increased costs.

5. **CONFIDENTIALITY**

- a. During the term of this appointment, as well as thereafter, the vendor will keep all information pertaining to KCDC confidential unless such information is open to the public under local, state and federal law. Vendor shall not use any such information to the detriment of KCDC or its officers or employees at any time.
- b. The vendor shall immediately communicate any inquiries from the media concerning KCDC or matters for which KCDC engages vendor to KCDC’s Chief Executive Officer/Executive Director. Vendor shall work with KCDC to develop an appropriate response, if warranted.

6. **CONTACT PERSONNEL**

A good working relationship must develop between KCDC and the successful vendor. The vendor will provide a contact(s) to handle billing inquiries and service related issues. In the event the usual contact is unavailable, the vendor will notify Human Resources of the change.

7. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC’s Purchasing Division from the issuance of this solicitation until award regarding 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.

8. **EMPLOYEES**

Vendor will only allow personnel drug tested, background checked and adequately skill tested to work in the designated job.

9. **EVALUATION:**

KCDC will determine the responsiveness and responsibility of each proposal. Once responsiveness and responsibility are determined, KCDC will evaluate the remaining responses on these criteria:

Factors	Maximum Points
Adequacy and Availability for Temporary Staff Placements	30
Cost	30
Credentials/Business Qualifications	30
Related Experience	10
Total Points Possible	100

- a. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each vendor on the shortlist.
- b. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.

- c. KCDC will consider as “non-responsive” any proposal from which required information is lacking or any proposal that represents a material deviation from this RFP.
- d. KCDC reserves the right to request additional information from any vendor after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all proposals, to select one or more vendors, or to award no award and re-advertise this RFP; postpone or cancel the RFP process at any time, and to waive any irregularities in this RFP or in proposals received as a result of this RFP.
- e. All materials submitted pursuant to this RFP become KCDC’s property. KCDC does not release information about proposals until the process is complete and a recommendation is ready for the KCDC Board. Members of the evaluation team will not release information to anyone except the Procurement Director.
- f. KCDC reserves the right to use all pertinent information whether disclosed in the RFP process or learned from sources that affect KCDC’s judgment as to the appropriateness of an award to the best-evaluated vendor.

10. **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.

11. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor will at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting award. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

The contractor will maintain, at contractor’s sole expense, on a primary and non-contributory basis, at all times during the life of the award 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 contractor will provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor agrees the insurance requirements herein as well as KCDC’s review or acknowledgement, is not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this award

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

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

The Additional Insured will read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor will add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

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

The certificate holder address will read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway, NE
Knoxville, TN 37917

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of award.
5. Require all subcontractors to maintain during the term of the resulting award commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor. Contractor will furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor 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 will not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.

12. **INVOICING/ORDERING**

- a. Once the award is in place, the vendor(s) will not perform work until a purchase order is in place for each job. 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. Depending upon the nature and volume of the award, vendors may be asked to:
 1. Bill once per month (preferably) or to bill each individual job.
 2. Send invoices to Human Resources.
- c. Invoices must:
 1. Be numbered
 2. Have a date on them

3. Show the purchase order number.
4. Indicate
 - Week ending
 - Employee name
 - Position Description
 - Hours Worked
 - Pay Rate
 - Total
5. Be suitable for scanning since KCDC does not maintain paper records.
6. Breakdown pricing according to the bid 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	05-31-15		
Invoice Number	12345		
Purchase Order Number	123456-123456		
Service/Delivery Date	05-28-15		
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

- d. Vendors are required to submit invoices within 90 days of the date after providing the goods or services to KCDC. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.
 - e. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes.
 - f. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued.
13. **LENGTH OF AWARD**
 The length of the award will initially be twelve months. KCDC may exercise four one-year optional renewals if KCDC desires.

14. **PRICE STRUCTURE**

Vendors are to quote a specific price for each service listed herein.

- a. At the end of each year period, 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; or
 2. Reject the proposed price increase; or
 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. The vendor may decrease prices at any time with or without notice.

15. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Questions about Temporary Employment Services" in the subject line, at least five days prior to the due date to.

16. **REQUIREMENTS CONTRACT**

Any agreement resulting from this solicitation will be an "open-end" type of agreement. It is understood that KCDC intends to use the successful vendor for these services but that KCDC reserves the right to purchase these products or services elsewhere if it is in KCDC's best interest.

17. **SUBCONTRACTORS**

- a. Be approved by KCDC prior to beginning work.
- b. Not be on HUD's Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC's permission.

18. **WAGE COMPLIANCE**

- a. This work is federally funded and "prevailing wage" requirements apply to maintenance work performed. The successful vendor is required to certify that the minimum acceptable wage rate was paid to all employees who perform maintenance type work for KCDC. Periodically KCDC will "interview" one or more of your employees while they are on our sites and working. These brief interviews usually last around two minutes.

- b. The minimum rates are (**bold** and *italics* indicate the employee classifications likely to be used):

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter	\$11.72	\$3.28	\$15.00
<i>Custodian</i>	<i>\$6.99</i>	<i>\$1.96</i>	<i>\$8.95</i>
Electrician	\$11.72	\$3.28	\$15.00
<i>Equipment Operator I</i>	<i>\$10.76</i>	<i>\$3.01</i>	<i>\$13.77</i>
<i>Equipment Operator II</i>	<i>\$11.72</i>	<i>\$3.28</i>	<i>\$15.00</i>
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
<i>Laborer</i>	<i>\$7.62</i>	<i>\$2.13</i>	<i>\$9.75</i>
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
<i>Skilled Laborer</i>	<i>\$9.34</i>	<i>\$2.62</i>	<i>\$11.96</i>
<i>Unskilled Worker</i>	<i>\$7.72</i>	<i>\$2.16</i>	<i>\$9.88</i>
Welder	\$11.72	\$3.28	\$15.00

Scope of Work

1. **GENERAL**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

2. **ABSENCES, DISMISSALS, AND LACK OF QUALIFICATIONS**

- a. Vendor shall provide a properly qualified temporary worker as soon as possible for any temporary worker who has reported absent at the beginning of the shift-if desired by KCDC.
- b. If KCDC determines that the temporary worker does not meet the qualifications of the position description placed, KCDC reserves the right to negotiate a lesser rate and/or discontinue the temporary assignment.
- c. KCDC reserves the right to refuse/dismiss any temporary worker at any time with or without notice.

3. **ASSIGNMENTS**

- a. All temporary workers shall be on-site at the time requested in proper attire for the work assignment. If temporary workers do not show up on time or in appropriate attire, KCDC reserves the right to request different temporary workers or to cancel the placement.
- b. Custodians, laborers and maintenance workers must wear steel-toed boots or shoes.

- c. Refusal to wear KCDC provided personal protective equipment (PPE) will result in temporary workers being dismissed or refused.

4. **BACKGROUND SCREENING SERVICES**

- a. Prior to being placed with KCDC, all temporary workers shall undergo a background screening provided by the vendor. The screening includes eligibility to work in the United States and verification of their work history and criminal background check. Temporary workers also must undergo a 10-panel urine drug test and breath alcohol testing.
- b. The vendor must notify KCDC of any confirmed felony convictions (within 10 years) associated with the temporary worker prior to providing temporary leased workers.

5. **COMMUNICATION SKILLS**

Unless otherwise requested, all temporary workers must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description.

6. **CONFIDENTIALITY**

The vendor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to KCDC. Therefore, except as required by law, the vendor agrees that its employees will not:

- a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this solicitation.
- b. Access or attempt to access information beyond their stated authorization.
- c. Disclose to any other person or allow any other person access to any information related to KCDC or any of its facilities or any other user of this solicitation that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- d. The vendor understands that KCDC, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that KCDC may seek legal remedies available to it should such disclosure occur. Further, the vendor understands that violations of this provision may result in award termination.
- e. The vendor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this solicitation, and will not be divulged without KCDC's written consent and then only in strict accordance with prevailing laws. The vendor shall hold all information provided by the vendor as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

7. **COURTESY AND CORDIALITY TOWARDS ALL OTHERS**

Temporary workers shall be respectful of all people with whom they interact, including KCDC employees and customers. KCDC reserves the right to reject any temporary workers that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

8. **DRESS CODES**

Dress for all temporary workers will be appropriate for the work assignment.

- a. Business Casual Attire is appropriate for Clerical Employees. Employees who are not required to wear a custodial/laborer/maintenance clothing will be permitted to wear business casual attire that is appropriate for the workplace. Business casual means clothes that are professional and comfortable, including but not limited to dress slacks, khaki pants, polo shirts with a collar, sport coats, blouses, and sweaters.
- b. Custodians/Laborers/Maintenance employees will wear work pants and plain shirts. The clothes will be neat, clean and without holes. Steel-toed boots are required.

9. **DRIVERS LICENSES**

Certain positions may require valid Driver's Licenses.

10. **DRUG TESTING**

All temporary workers must have passed a recent 10-panel drug and breath alcohol screening (within one year of placement at KCDC). The vendor will pay for these tests.

11. **DVM CHECK**

If driving is a requirement of a position, KCDC will require a Department of Motor Vehicle check before the temporary worker begins work. The cost of this service shall be incurred by the vendor. A copy of the DMV report may be required.

12. **EMPLOYED BY THE VENDOR**

The vendor shall employ all temporary workers. The vendor shall be responsible for all payroll, taxes, worker's compensation, insurance and other federal and state requirements for temporary workers. KCDC is not the employer.

13. **FSLA**

KCDC will not be considered a joint employer of the vendor's temporary workers under this contract. Furthermore, KCDC will not be liable for violations of the Fair Labor Standards Act (FLSA). Specifically, the vendor shall:

- a. Determine the FLSA status (exempt or non-exempt) status of their employees.
- b. Keep track of the total hours its employees actually work, for all employers, in each workweek.
- c. Compute and pay its employee's worker's wages, including overtime and benefits.
- d. Maintain FLSA required records for its workers.

14. **INDEPENDENT STATUS**

The parties to this solicitation are independent vendors, and none of the provisions of this solicitation and award shall be interpreted or deemed to create any relationship between such parties other than that of independent vendors. Nothing contained in this award shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between KCDC and the vendor, between KCDC and any employee of the vendor, or between the vendor and any KCDC employee. KCDC shall have no right to control or direct the details, manner, or means by which the vendor performs the services or other requirements of this contract except to require compliance with such requirements, and the vendor, similarly, shall have no control over or management authority with respect to KCDC or its operations.

15. **INTERVIEWS**

Depending on the length or type of assignment, resumes and interviews may be requested. KCDC reserves the right to reject any temporary workers for any reason.

16. **JOB PLACEMENT ASSURANCE**

- a. The vendor shall provide the appropriate contact person, phone numbers and email address, which KCDC can call to make requests.
- b. The vendor shall assure a suitable placement to a job order within a reasonable amount of time.

17. **REFUSAL**

KCDC has the right at any time to refuse or determine unacceptable, any temporary workers assigned by the vendor. Once refused, temporary workers shall be immediately removed and prompt arrangements made for a suitable replacement.

18. **REMOVAL OF VENDOR'S EMPLOYEES:**

Vendor agrees to utilize only experienced responsible and capable temporary workers in the performance of the work. KCDC may require the vendor to remove from the job covered by this solicitation, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of KCDC.

19. **TIME CARDS**

The vendor shall supply all temporary workers with time cards or other appropriate timekeeping methods. Hours worked will be signed on a daily or weekly basis by a KCDC supervisor. KCDC will pay only for actual hours worked at the designated KCDC location. KCDC will not pay other expenses or allowances unless so indicated in the proposal and approved by KCDC.

20. **TIMEKEEPING PLAN**

Each proposal shall include a timekeeping plan/forms or web-based template for KCDC's review and approval.

21. **TRANSPORTATION**

It is the temporary worker's responsibility to provide transportation to and from the required locations.

22. **VENDOR RESPONSIBILITIES**

The vendor will:

- a. Provide competent workers with the qualifications specified for each job assignment.
- b. Provide replacement workers within within a timely fashion after receipt of call when KCDC determines that a temporary worker is not acceptable. KCDC reserves the right to reject or to have replaced any temporary workers judged deficient by the ordering department/division.
- c. Ensure that temporary workers assigned are in good health, proper physical condition and free from the influence of altering drugs, medicine, alcohol, et cetera.
- d. Ensure that all temporary workers in a manual labor position can fulfill the physical requirements of the job. This includes but is not limited to lifting requirements and the use of certain hand or power tools. If temporary workers are unable to use certain tools or vehicles due to workers compensation liability to the temporary service, KCDC will be informed before the temporary workers is placed.
- e. Ensure all temporary workers report to work at the specified facility at the scheduled time and in the proper attire.
- f. Understand that each temporary worker shall receive one thirty minute break per six-hour shift in accordance with Tennessee state regulations. This is unpaid and the supervisor determines the timing of the break. A one-hour unpaid lunch may be requested but its granting is not guaranteed.
- g. Understand that once assigned, the temporary workers shall complete the full assignment unless KCDC releases the temporary worker.
- h. Understand that assigned temporary workers will work the requested daily work hours for the time periods specified.
- i. Understand that the "Hourly Rate Billed to KCDC" will be straight time up to forty-hours. The straight-time rate shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime), provided the using/ordering department authorized such excess hours.
- j. Understand that KCDC will not pay for holiday hours or for hours that the company closes due to inclement weather or company-wide meetings.
- k. Understand the vendor is solely responsible for the provision of and payment for all workers compensation claims. KCDC does not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary worker may file. Such claims shall be the sole responsibility of the contractor.
- l. Acquaintances, family members, assistants, or any person will not accompany employees in their work area.

23. **WORK HOURS**

Generally, KCDC employees work Monday through Friday from 7:30 a.m. until 4:00 p.m. There are occasional variances in this schedule and the workhours will be confirmed at placement.

Proposal Structure Information

Follow these steps and guidelines when preparing your proposal.

1. Submit your proposal in the order/format shown on the following pages. **Solicitation Document A is to be the first page of your proposal**, followed by Solicitation Document B and so on.
2. Place your company's name on each page.
3. Number all pages consecutively. Indicate on all pages the section that you are responding to as shown on the following pages.
4. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
5. Submit one original (with all pages marked "original") and one electronic copy (email or CD) of your submittal. Alternatively, the vendor may only submit an electronic copy if so desired.
6. Fancy brochures and advertisements are not necessary.
7. ***Do not*** use phrases such as "See the attached" or "Will be provided upon award."
8. If you have attachments, mark them (on the cover) with the vendor's name.
9. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
10. This document is available in MS WORD format and **vendors are encouraged** to use the Word version for their responses. If you are interested in obtaining the Word document, email purchasinginfo@kcdc.org. KCDC's Adobe copy of the document will remain the "official" version of the document. Only the Adobe version has all of the required forms.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

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 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 proposal.

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 (see the "General Instructions to Vendors"), this business qualifies as being:

Section 3
 Small Business
 Woman Owned

Cooperative Purchasing by Other Governmental Entities

Will you extend your pricing and terms to other governments (plus any additional charges for shipping) if they desire to use the award?
 Yes No

Temporary Employment Services Q1606

Solicitation Document B Affidavits

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 _____	

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Solicitation Document C HUD Form 5369C

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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Solicitation Document D Vendor Business Information

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work.

1. EXPERIENCE:

Years in business		
Years in business under this name		
Years performing this type of work		
Value of work now under award		
Value of work in place last year		
Number of Clients		
Has your company:		
Failed to complete an award?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against vendor?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you presently background all employees?		Yes <input type="checkbox"/> No <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?		
Do you presently drug screen all employees		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you participate in the Tennessee Drug Free Work Place program?		Yes <input type="checkbox"/> No <input type="checkbox"/>

2. SAFETY:

Have you had any OSHA fines within the last three (3) years?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the		

3. PERSONNEL, & RESOURCES:

Area	Fulltime	Part Time
Clerical Staff of the Vendor		
Administrative Staff of the Vendor		
Number of Temporary Clerical Workers Available		
Number of Temporary Custodial Laborers Available		
Number of Temporary Skilled Laborers Available		
Number of Temporary Manual Laborers Available		
Number of Temporary Accountants Available		
Number of Temporary Other Workers Available		
Total Number of Temporary Workers Available		

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Solicitation Document E References

1. Provide client references as similar as possible to this work. KCDC prefers references from “affordable housing” companies but will accept other references at its discretion.
2. A vendor may only list a company once even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via phone calls and/or other electronic survey means.
4. Provide **three** references in the following format.

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person’s telephone number	
Contact person’s email address	
Description of the service provided (effort and complexity)	
Type of skills provided and positions placed for this client	
Cite the total number of hours placed	
Identify contract issues and explain how they were addressed and resolved	
Award began	
Award ended	
Approximate Number of Temps Placed within a year at this reference	
Nature of Services Provided	
Number of Temporary Positions filled	

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Solicitation Document F Cost

Vendors are to provide a price per hour range that KCDC will pay for the various types of services noted below. *Do not change KCDC's pricing matrix. If a different matrix is desired, submit a question requesting the change.*

Type of Service	Cost Range Per Hour Include all fees and charges (including any ACA fees).	
	Minimum	Maximum
Clerical		
Receptionist	\$	\$
Administrative Assistant (experienced with some administration course work)	\$	\$
Executive Assistant (A.S. Degree preferred)	\$	\$
Accounting		
Accounting Tech (A.S. Degree preferred)	\$	\$
Accountant (B.S. degree preferred)	\$	\$
Manual Labor		
Custodian	\$	\$
Laborer	\$	\$
Skilled Laborer	\$	\$
Warehouse Worker	\$	\$
Other Positions		
Other (fill in description):	\$	\$
Other (fill in description):	\$	\$
Other (fill in description):	\$	\$
Other (fill in description):	\$	\$
Other (fill in description):	\$	\$
Other Charges (If any)		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

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Solicitation Document G Vendor's Adequacy and Availability of Temporary Staffing Placements

Use this section to detail your Adequacy and Availability of Temporary Staffing Placements. Be specific and be detailed-KCDC does not have to ask additional questions unless it so desires. Use as many pages as necessary to help KCDC fully understand how you plan to service our needs.

Vendors are to address these areas:

1. Adequacy and availability of temporary worker placements.
 - a. Describe the process by which you select and provide temporary workers to KCDC once a request is received.
 - b. Does your company have a database of temporary workers from which requests are filled?
 - c. Describe the screening and testing process of temporary workers before assigning them to a position.
 - d. Describe your company's ability to fill requests as quickly as possible.
 - e. What is your company's average placement time (list by position)?
2. Other information that the vendor wishes to supply to assist KCDC in the evaluation.
3. Describe your company's methods of sourcing, recruiting and assessing temporary workers by job class (i.e. clerical/administrative, manual labor, technical, professional).
4. What methods do you use to establish local wage levels and how often are these levels reevaluated?
5. Describe your company's pre-employment requirements, including drug testing and background checks.
6. Describe the benefits you offer Temporary workers.
7. Describe the cost structure associated with the temporary worker to hire process.

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Solicitation Document H Vendor's Credentials and Related Experience

Use this section to detail your Credentials and Related Experience. Be specific and be detailed-KCDC does not have to ask additional questions unless it so desires. Use as many pages as necessary to help KCDC fully understand how you plan to service our needs.

1. Provide a brief overview of your company's operations, to include years in business and size of the company.
2. Describe your company's ability to meet or exceed the requirement contained herein.
4. Provide a sample timesheet or access to a web portal for review.
5. Describe your company's client follow-through process for finding an employee and follow through during the employee's assignment.
6. Describe your company's methods for solving particularly challenging staffing assignments/emergency requests.
7. Describe how you prepare your employees for their assignments.
8. What training opportunities do you offer to employees?
9. Describe any programs in place to reward and retain employees.
10. Describe your customer satisfaction feedback mechanisms.
11. Describe your processes for evaluating the performance of your employees.