



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1133 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/en/DoingBusiness.aspx>

Requests for Quotes

Landscaping Services (as needed)

Due Date: April 18, 2014

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

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

Quote Number: Q1432

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

Faxed/Emailed Responses are acceptable: Yes No

Award Results: KCDC posts the award decision at:
<http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx>.

General Instructions to Vendors

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville, Tennessee. KCDC's public housing property portfolio includes twenty-five housing properties at 12 different locations with 3,525 dwelling units. KCDC also oversees approximately 3,818 authorized Section 8 Vouchers and approximately 18 Redevelopment areas. KCDC employs approximately 150 persons.
- b. This is a request for quotes-not formal sealed bids. KCDC could have contacted three vendors, obtained quotes and made an award but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. It is KCDC's intent to secure the services of a landscaping firm to assist KCDC in meeting its landscaping needs. While lawns are mowed and maintained, KCDC wants to invest time and effort into landscaping for "curb appeal" of our properties. This will occur over several years as funding allows.
- d. Each site has or will need its own landscape plan 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. Upon award, the successful proposer will work with KCDC's Senior Asset Managers (one at each site) and other KCDC staff to develop appropriate and sustainable landscape plans for each site. Then KCDC will prioritize the sites and develop a master implementation plan for the actual work.
- f. This solicitation does not include routine mowing.
- g. Services envisioned (though not guaranteed) include:
 - ▶ Site assessment and design services.
 - ▶ Plant installation.
 - ▶ Site preparation
 - ▶ Seeding and sodding.
 - ▶ Fertilizing
 - ▶ Mulching and watering
 - ▶ Pruning and trimming
 - ▶ Weeding
 - ▶ Trash and debris removal
 - ▶ Installation of sediment and erosion control measures
 - ▶ Excavating and grading
 - ▶ Aeration
 - ▶ Irrigation System Installation and Maintenance
 - ▶ Fertilization/Weed Control

This is not an all-inclusive list.

- h. Given the extent of KCDC's property and the various needs, KCDC reserves the right to award this proposal to one or more vendors. KCDC will choose whichever award structure best meets its needs.

KCDC is receptive to partnering arrangements in which two smaller firms join together to submit a joint proposal. In such cases, the proposer must:

- ▶ Submit a unified proposal
- ▶ Detail the requested information for the combined proposed team
- ▶ Understand KCDC will want one point of contact and a unified organization

2. **CHANGES AFTER AWARD**

It is possible that after award the KCDC might change its needs or requirements. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor. KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

3. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national, state and local codes, ordinances, and orders that are in effect at the time the work is performed. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor and any sub-contractors.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees and shall not permit on the unfit persons to remain on the worksite. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC’s premises. Vendor 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 vendor.

7. **EQUIPMENT:**

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

8. **EVALUATION**

KCDC will evaluate the responses to this solicitation on the following factors. Below each bolded category title are one or more sub factors that will be examined in the evaluation. This is not necessarily an all-inclusive list of sub factors and KCDC reserves the right to add additional sub factors as necessary.

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

KCDC reserves the option to select a firm in a one or two-step evaluation process. KCDC may select a firm from written submittals (step one) or after a second step of evaluation, which may or may not include presentations. KCDC will select the vendor found to be best suited to provide the needed materials and/or services.

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

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions may be found 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." The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

10. **IDENTIFICATION**

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

11. **INSURANCE**

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

The vendor agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this contract

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

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

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

- b. ***Automobile Liability Insurance:*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.

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

d. **Other Insurance Requirements:** Contractor shall:

1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, vendor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor. Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.

7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should vendor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the vendor against any loss exposures, whether as a result of the project or otherwise.

12. **INVOICING/ORDERING**

Upon award, KCDC will set this up in its “contract module” of the software package. This means that vendors will receive separate purchase orders for each job. Such purchase orders will be auto generated by the Senior Asset Manager or Asset Manager for each property and the system will email the purchase order to the vendor.

Invoices are to be left or transmitted to the site ordering the work. All invoices are to be reflective of the awarded price structure so that KCDC can quickly compare the rates charged with the approved rates. Invoices will show the date that the work was completed on and show it accurately.

13. **KCDC 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	Adronicus Thomas	403-1300
Autumn Landing Apartments	6331 Pleasant Ridge Road	Kristie Toby	403-1422
Cagle Terrace	515 Renford Drive	Darlene Thomson	403-1310
Eastport	McConnell Street	Kim Clark	403-1390
Isabella Towers	1515 Isabella Circle	Becky Fetters	403-1340
Lee Williams Senior Citizens Center	317 McConnell Street	Kim Clark	403-1390
Lonsdale Homes	2020 Minnesota Avenue	Linda Jeter	403-1350
Love Towers	1171 Armstrong Avenue	Steve Ellis	403-1360

Site	Address	Contact Person	Phone
Main Office	901 Broadway NE	Jack Canada	403-1371
Montgomery Village	4530 Joe Lewis Road	Bill Clanton	403-1380
Nature's Cove Apartments	2639 Bakertown Road	Kristie Toby	403-1422
North Ridge Crossing	712 Breda Drive	Darrell Lindsey	403-1320
Northgate Terrace	4301 Whittle Springs Road	Terri Evans	403-1400
Supportive Maintenance	Cornelius Avenue	Jack Canada	403-1371
Taylor Homes	317 McConnell Street	Kim Clark	403-1390
Valley Oaks	3504 Oak Branch Circle	Darrell Lindsey	403-1320
Verandas	107 Flenniken Avenue	Bill Clanton	403-1380
Western Heights	1621 Jourolmon Avenue	Sam Chambers	403-1420

14. **LENGTH OF AWARD**

The length of the contract initially will be twelve months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request.

15. **LICENSING**

All vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the vendor shall maintain the required current licenses.

The Executive Director of the State Licensing Board has ruled that the prime vendor must have one of the following licenses for this project:

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

16. **PERMITS:**

Should City or County governmental agencies require permits for any KCDC work, the vendor will obtain such and bill KCDC for it. The specified markup will be acceptable.

17. **PRICE STRUCTURE**

a. At the end of the contract term, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. KCDC may, at its option:

1. Accept the proposed price increase.
2. Reject the proposed price increase.
3. Suggest an alternative price increase.

b. If KCDC rejects a proposed price the successful vendor may:

1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the contract.
- c. Price decreases are allowed at any time with or without notice.
- d. While the successful vendor may offer other services, only those specifically awarded are “on contract.” Other services offered are not covered by the award and can only be procured through specific purchase orders identifying the special services to be offered and the price for them. KCDC’s normal procurement thresholds will apply.

18. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Landscaping Services” in the subject line, at least five days prior to the due date to purchasing@KCDC.org.

19. **REQUIREMENTS CONTRACT ACKNOWLEDGEMENT**

Vendors acknowledge that the agreement that will be entered into as a result of this solicitation will be a requirements agreement. KCDC will have no obligation to the proposer if items or services are not required. However, the present expectations of those who are planning for KCDC for the period of the contract indicate the need for these services and/or supplies. The vendor understands and agrees that KCDC is under no obligation to the vendor to purchase any amount.

20. **SAFETY DATA SHEETS (SDS)**

Vendors are advised that SDS must be provided for each product intended for use within the KCDC system. *As work is performed*, submit the SDS to the property management team at each site.

21. **SAFETY AND PROTECTION**

- a. The vendor (and subcontractors) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor (and subcontractors) shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.

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

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

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

23. **WAGE COMPLIANCE**

This work is federally funded and “prevailing wage” requirements apply. The successful vendor will be required to submit certified wage compliance forms once per month. 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 Labor/Employee Statement of Time/Wage Unskilled Labor.
 - 2. Certification of Wage Compliance.

b. The minimum rates are:

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
<i>Equipment Operator</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>
<i>Grounds Maintenance Specialist</i>	<i>\$7.62</i>	<i>\$2.13</i>	<i>\$9.75</i>
<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
Skilled Worker	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88
Welder	\$11.72	\$3.28	\$15.00

- c. Vendors 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 vendors 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 vendor.
- 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 vendor may charge increase their rates to reflect the change.

24. **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 vendor(s) will, if desired, discuss this with the site managers.

Scope of Work

1. **GENERAL DESCRIPTION OF DESIRED WORK**

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

2. **CHEMICALS**

This work may require chemical application from time to time. If so, the vendor must be properly licensed and provide KCDC with such a copy of the license at all times. Any chemicals used must be safe and properly applied. SDS information must be on file with KCDC. A vendor'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.

3. **DEBRIS**

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

4. **GUARANTEES**

- a. Vendors 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.
- b. Any damage and/or loss to permanent plants which can be shown by the vendor, 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 vendor at KCDC's expense.

5. **IRRIGATION SYSTEM MAINTENANCE**

The vendor 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

6. **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.

7. **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 vendor will arrive at a mutually satisfactory price schedule upon
- 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.

8. **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.
9. **WATER**
Water will be available for the vendor's use. The vendor 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 at the vendor's expense.

Proposal Structure Instructions
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Proposers are to follow these steps/guidelines when preparing and submitting a response.

1. Number all pages consecutively. Reference the section that you are responding to as shown on the following pages.
2. Place your company's name on each page.
3. Be thorough yet succinct in responding to this RFP. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
4. Submit one original (with all pages marked "original") and two copies of the original proposal.
5. Submit one electronic copy of the proposal.
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 proposer's name. KCDC takes no responsibility for proposals or documents that are not clearly marked.
9. Do not bind your proposal in a manner that is difficult for KCDC to disassemble. Eventually KCDC will scan these documents and it is important that it is easy to take them apart for scanning.
10. Submit your proposal in the following order and format.

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	
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)	

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

None: Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Addenda are not mailed but posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Statistical Information

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

White 1 <input type="checkbox"/>	Black 2 <input type="checkbox"/>	Native Americans 3 <input type="checkbox"/>
Hispanic 4 <input type="checkbox"/>	Asian/Pacific 5 <input type="checkbox"/>	Hasidic Jew 6 <input type="checkbox"/>

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

Small Business <input type="checkbox"/>	Section 3 <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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Landscaping Services Q1432

Solicitation Document B

Executive Summary of Proposal

1. Present a recap of the major features of your proposal and explain how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of your firm.
2. Indicate whether the submitted proposal is by a single entity, a joint venture, or is a partnering relationship with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.
3. Answer the question: “Why should KCDC hire your firm?”

The summary must be limited to a maximum of two pages and the signer of the proposal must declare that he or she has the authority to bind the firm to the proposal.

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Solicitation Document C Capabilities and History

1. Provide a narrative history of your company. Include information about how your firm began, its growth and your vision for the company in the future.
2. Indicate the number of years your firm has been in this business.
3. Indicate the number of clients your firm has.
4. Are there any judgments, claims or suits pending or outstanding by or against your firm. If yes, provide details.
5. Major work presently under contract:

<i>Company</i>	<i>Description</i>	<i>% Complete</i>

6. Detail your firm’s past demonstrated ability to be innovative and creative. Provide examples of past products, demonstrated results and overall cost.
7. Indicate your utilization of technological advances in landscaping and the resulting benefits.
8. List the major equipment that your company owns.
9. Detail the various services that your firm provides.
10. Discuss your firm’s expertise.

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Solicitation Document D Staff Capabilities and Experience

1. Provide an organizational chart for your firm.
2. Indicate your total number of employees.
3. Indicate your number of administrative employees.
4. Indicate your number of non-administrative employees.
5. Provide information about Professional Certifications held.
6. Provide information about landscaping related training.
7. Provide information about OSHA safety training.
8. Provide information about quality control programs you have in place.
9. Indicate which member of your team will be KCDC's main contact.
10. Provide information about the employment longevity of your employees.

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Solicitation Document E

References

The proposer must provide information about past experience with public entities (and private sector firms if applicable) to show proven and demonstrated ability to execute the requirements of the RFP. The proposal must include five specific references of similar accounts. Information about each shall be presented in this format:

1. Name of the business that was serviced
2. Indicate a specific location where KCDC staff can view your landscaping work.
3. Contact Name
4. Address
5. Phone Number
6. Fax Number
7. Email Address
8. Amount of the contract
9. Description of the contract/services rendered
10. Staff devoted to the project
11. Date the contract began
12. Date the contract ended (if applicable)

Any one firm, no matter how many jobs you have performed for them, may be only one reference.

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Solicitation Document F Cost Proposal

KCDC desires to provide proposers with maximum flexibility in cost proposals. Accordingly, 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
Golden Mounted Spirea 3 gallon containers	\$	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 (purchase only)	\$	Each

Labor

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

Parts and Supplies

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

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a **small business concern**. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a **women-owned small business concern**. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a **minority enterprise** which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

-
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
 - (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

NON-COLLUSION AFFIDAVIT

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 contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the 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 contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.

CONFLICTS OF INTEREST CERTIFICATION

No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. 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.







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Solicitation Document H Affidavits

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

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 bid submitted in response to this solicitation is in full compliance with the listed requirements.

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

**CAUTION!!**

State Law requires certain bidder license information be on the front of your envelope-if the cost exceeds \$25,000. As a condition of holding your license, you are to know these requirements. KCDC provides the following page, the envelope cover sheet, as a courtesy. **You** are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your bid.

For more information go to: <http://www.state.tn.us/commerce/boards/bidders/index.html>


Attach the following page, when properly completed, to the front of your bid envelope.

Do not put it inside the envelope.

Do not put it on the USPS/Fed Ex/UPS envelope

THIS PAGE DOES NOT NEED TO BE RETURNED.

Bid/Contract Name	Landscaping Services
Bid/Contract Number	Q1432
Bid Due Date/Time	04-18-14 at 11:00 a.m.

Bidder's/Firm's Name 	
State of Tennessee Contractor's License Holder Name	
State of Tennessee Contractor's License Number (matching the name above)	
State of Tennessee Contractor's License Classification Code Pertaining to this bid	
State of Tennessee Contractor's License Expiration Date	

Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Masonry Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

Advisement: Notes written on the bid envelope changing the bid will not be considered. Such notes must be inside the envelope.