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## Invitation for Bids

### Outdoor Litter Vacuum

**Solicitation Number:** Q1717

**Due Date:** 11:00 a.m. (Eastern Standard Time) on February 10, 2017

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

**Meeting:** None

**Questions:** Submit questions to [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org)

**Deliver to:** Knoxville's Community Development Corporation  
Procurement Division  
901 Broadway N  
Knoxville, Tennessee 37917

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

**Award Results:** KCDC posts both a summary of the bids received and the award decision to its web page at: <http://www.kcdc.org/procurement/>

**Electronic Copies:** Suppliers are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org).



## General Information

### 1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
  
- b. KCDC wants an Outdoor Litter Vacuums equal to the Tennant Model ATLV4300-D delivered to its Walter Taylor Homes property in Knoxville, Tennessee. There is no loading dock or ramp at this facility.

Among the key features desired are:

Brakes	Independent rear wheel disk brakes
Cleaning Performance	Wet dust control (water assisted) Dust control filter Panel filter Bag less canister liners
Color	White
Drive	Hydrostatic dual rear wheel drive
Dust Control	Wet
Dust Control Filter	Yes a panel filter
Engine	Kubota D1105 Diesel 25hp (19 kW)
Frame	Super Structure
Hydraulic System	Heavy Duty
Instrumentation	Hour Meter Fuel Level Indicator Oil Pressure Indicator Water Temperature Indicator AMP Gauge
Lights	Headlights Tail lights Turn signals Revolving light 4-way flashers
Litter Collection	110 gallon litter collection system with two 55 gallon containers Two position tilt of debris canister for ease of bag removal 270 degree boom swing with four foot reach Boom handle position control Gas cylinder assisted boom
Oil Cooler	Industrial Hydraulic
Power	Diesel

Radiator	Industrial grade
Seat	“Cool” seat with arm rests and seat belt
Speed	Up to 16 miles per hour transport speed
Start	Key
Steering	Power with tilt wheel
Suspension	Front axle spring
Tires Front	Pneumatic, all terrain
Tires Rear	Pneumatic, all terrain
Vacuum Fan Shutoff	Yes
Vacuum Head	48 inch wide
Vacuum Hose	8 inch
Vacuum Hose Length	15 feet
Wheel Configuration	Four wheels (18 inch front and 23 inch rear tires)

2. **CHANGES AFTER AWARD**

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

3. **EVALUATION**

KCDC will arrive at the “lowest and best” solution for the final award. Lowest and best will include an examination of the supplier’s proposed cost, history, experience and staffing. KCDC may or may not entail simply awarding to the supplier quoting the lowest cost.

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

KCDC reserves the right to request additional information from suppliers to assist in the evaluation process.

4. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in this document. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and scroll down to “Resources.” By submitting a response to this solicitation, the supplier accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.”

5. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a supplier performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work or goods.
- b. Invoices must:

1. Be numbered
2. Have a date on them that is after the work is completed or goods delivered
3. Show the purchase order number
4. Breakdown pricing according to the award structure. For instance, if priced by the hour, 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.
5. Be suitable for scanning since KCDC does not maintain paper records

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

- c. Suppliers must submit invoices within 90 days of the date the goods or services were provided. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.
  - d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if suppliers purchase goods for KCDC, the supplier must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Governmental Sales Tax Exemption form to the supplier. KCDC will not pay taxes shown on invoices.
  - e. KCDC normally pays by electronic transfer (ACH) only. Suppliers need to set up their access to KCDC’s Supplier Portal to track actual payments made.
6. **QUESTIONS**  
Submit questions via email with “Questions about LED Lights” in the subject line to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org). Questions must arrive by 4:00 p.m. five business days prior to the due date.

**[This and the Preceding Pages Need Not be Returned with Your Response](#)**

**Outdoor Litter Vacuum Q1717**

**Solicitation Document A General Response Section**

**General Information about the Supplier**

**Sign Your Name to the Right of the Arrow** 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on [www.kcdc.org](http://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** 

**Contact's e-mail address (Please Print Clearly)** 

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

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

**Cooperative Purchasing by Other Governmental Entities**

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

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

Section 3                       Small Business                       Woman Owned

<b>Total Cost for the described item delivered to Taylor Homes</b>	\$
<b>Brand and Model Offered</b>	
<b>Warranty Provided</b>	
<b>Option offered:</b>	\$
<b>Option offered:</b>	\$
<b>Option offered:</b>	\$
<b>Option offered:</b>	\$

Attach additional sheets if needed for options/details

Supplier: \_\_\_\_\_

**Conflict of Interest:**

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

**Drug Free Workplace Requirements:**

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

**Eligibility:**

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

**General:**

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

**9. Iran Divestment Act:**

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

**Non-Collusion:**

- 10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, 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.
  
- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Supplier: \_\_\_\_\_

**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:*