



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1107 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/en/DoingBusiness.aspx>

Request for Proposals

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive proposals for **Coin Operated Laundry Services** as detailed in the conditions and specifications listed herein.

Due Date: July 29, 2010

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

Quote Number: Q1103

Deliver Proposals to: Knoxville's Community Development Corporation
(Faxes/Emails are not acceptable) Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Award Results KCDC posts the tabulation to its web page web page as soon as practicable. Once the award decision is made, that information is also posted to the web page. Individual notices are normally not mailed or emailed-other than to the successful vendor. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.

MS Word Version: This document is available in MS WORD format. If you are interested in obtaining the Word document, please email purchasing@kcdc.org. Note that KCDC's Adobe copy of the document will remain the "official" version of the document. The Word version will not have some forms which are only available in Adobe format.

Special Instructions

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and Knox County in Tennessee. KCDC's public housing property portfolio includes 17 housing properties with approximately 4,000 dwelling units. KCDC also oversees approximately 3,500 Section 8 Vouchers and 21 redevelopment areas.
- b. Of the 17 properties mentioned above, seven have coin operated laundry services for the residents. KCDC receives a commission from the firm supplying the machines. The contract with MacGray has reached its term and so this RFP was issued. KCDC desires to contract with one vendor to supply all of these needs.

2. **CONFIDENTIALITY**

- a. All reports, information, or data, prepared or assembled by the selected firm are confidential and the selected firm agrees that said reports, information or data shall not be made available to any individual or organization without the prior written approval of KCDC.
- b. In addition, KCDC may disclose certain information to the selected firm and the selected firm may have access to certain information that is not generally known to others and is confidential. The selected firm agrees not to use or disclose to any third party except in the performance of services hereunder any such confidential information. The selected firm further agrees to cause its employees and any subcontractors to undertake the same obligations of confidentiality. These provisions shall survive the termination of the contract.

3. **CONTRACT**

- a. KCDC will not sign vendor contracts but will supply its own contract which will be in accord with HUD guidelines.
- b. The length of the resulting contract will be for sixty months.

4. **EVALUATION**

KCDC will evaluate each proposal based upon a weighted evaluation system. The categories and points assigned for each category are:

Revenue to KCDC Funds offered to KCDC	45 points maximum
Equipment The suitability and ease of use of the proposed equipment. This includes energy efficiency measures.	25 points maximum
Qualifications Evidence of the proposer's abilities to provide the service.	25 points maximum
References Similar references	5 points maximum
Grand Total Points	100

- a. All proposals are subject to a determination of “responsive” and “responsible” prior to award.
- b. Award will be made to the responsive, responsible firm who complies with the requirements and scores the highest total on the evaluation criteria and interview (if any).
- c. Interviews may be required of selected finalists at the vendor’s expense. The selected finalists will be notified of the date and time of the interview.
- d. The Evaluation Committee will evaluate the submittals and submit its recommendation to the KCDC Purchasing Manager. A short list of firms may be invited to make oral presentations. After oral presentations, the Evaluation Committee will evaluate the submittals again. Afterwards the Evaluation Committee will make a final evaluation and submit its findings to the Purchasing Manager. Price negotiations will then commence. If the negotiations are successful, the Purchasing Manager will prepare the contract for Board approval. If not, negotiations will commence with the next highest scored firm.
- e. KCDC reserves the right to check or not check references.
- f. Firms may be excluded from further consideration for failure to comply fully with KCDC's requests for additional information and the requirements of this RFP.
- g. Discussions may be conducted with firms, whose submittals have a reasonable possibility of being selected or they may be asked to respond in writing, for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements. Firms shall be accorded fair and equal treatment with respect to an opportunity for discussion of their submittals. Any such revisions may be permitted after submissions and prior to determination for the purpose of obtaining clarifications. In conducting these discussions, there shall be no disclosure of any information derived from the proposal by competing firms.
- h. KCDC reserves the right to accept or reject any, some, or all RFP’s, to take exception to parts of proposals and to request written clarification of responses, and supporting materials. KCDC further reserves the right to negotiate with any firm relative to amendments to its proposal. KCDC may award a contract based on initial proposals received.
- i. KCDC reserves the right to negotiate with the highest scoring proposer in order to reduce the scope of work should that be necessary for budgetary purposes.

5. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead these instructions may be found at www.kcdc.org. Please click on “Doing Business With KCDC” where you will find the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and bidding 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.

6. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Coin Operated Laundry Services” in the subject line no later than one week prior to the due date to purchasing@KCDC.org. The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

Scope of Work

1. **INTRODUCTION AND OBJECTIVES**

KCDC's main interest is to provide quality machines and service to KCDC tenants. The machines must be easy to use, reliable and energy efficient. The successful proposer will be responsible for obtaining, installing, maintaining and repairing the machines. The machines may be coin and/or debit/credit operated.

2. **CHARGES**

KCDC will allow the vendor to begin operation charging \$0.75 to wash and \$0.75 to dry. The minimum dry time is a duration of 45 minutes.

- a. KCDC does not anticipate increasing cost to users during the period of the contract but reserves that right upon a written request from the successful proposer. The vendor shall not increase prices for washing and drying from initial set prices without KCDC's approval.
- b. Use the aforementioned operating charges to compute the section of the proposal.
- c. The vendor will collect all monies from machines and for the settlement of any claims and reimbursements to users for non-performance of equipment.

3. **COMMUNICATION**

For its convenience, KCDC often communicates via email. Accordingly the successful proposer will have to routinely use email.

4. **EQUIPMENT**

- a. Used equipment is not acceptable.
- b. There will be a maximum of 48 hours to convert equipment at each building. Installations may be scheduled back to back at the various sites. KCDC will require a two-week notice prior to the installation. Mutual agreement between KCDC, vendor/vendors will be made prior to exchange of machines.
- c. All cost for installation (includes any water hoses or dryer ventilation required in addition to what KCDC currently has to make their equipment operable) will be borne by the proposer.
- d. The successful proposer will maintain equipment in a good working order and keep the equipment clean.
- e. The successful proposer will have any machine repaired or a replacement machine installed of equal quality (model, year, capabilities) within two business days from the time a machine is reported out of order by KCDC.
- f. Any damage to machines by users or by vandalism shall not constitute reason for claim from KCDC. KCDC is to be held harmless from any and all claims that may arise from the vendor's equipment being located on KCDC property.
- g. Operating instructions for equipment shall be maintained at each site.

5. **KCDC RESPONSIBILITIES**

- a. KCDC will provide space for laundry equipment and maintain the common floor area, chairs and tables used by KCDC tenants.
- b. KCDC will provide space for the vendor's equipment for the purpose of serving KCDC tenants. KCDC will not seek non KCDC tenants for customers and will try to prohibit non tenants from using vendors' equipment by providing KCDC tenants keys to both entrance to the building and the Laundromat.
- c. KCDC will provide and pay for all utilities used by vendor's equipment.

6. **LOCATIONS**

- a. Currently KCDC has need for coin operated laundry services at:

Site	Address	Apartments	Washers	Dryers
Bakertown Apartments	2639 Bakertown Road	102	6	5
Cagle Terrace Building A	515 Renford Drive	272	4	4
Cagle Terrace Building B	515 Renford Drive		4	4
Isabella Towers	1515 Isabella Circle	231	5	5
Love Towers Building A	1161 & 1171 Armstrong Avenue	248	4	5
Love Towers Building B	1161 & 1171 Armstrong Avenue		5	5
Northgate Terrace	4301 Whittle Springs Road	276	6	6
Valley Oaks	3504 Oak Branch Circle	48		
Virginia Walker Apartments	6331 Pleasant Ridge Road	95	4	5

- b. KCDC reserves the right to add and/or delete sites as the portfolio changes.

7. **REVENUE**

- a. KCDC reports the following earnings shown below from the laundry machines.
- b. While the amounts shown below are indicative of earnings, KCDC makes no guarantee as to future earnings.
- c. The earnings from Bakertown and Virginia Walker are incomplete as these sites were previously owned by the Knox County Housing Authority which no longer exists. Some of their data is not readily retrievable.

	Bakertown	Love Towers	Cagle Terrace	Northgate Terrace	Isabella Towers	Virginia Walker
June 2010	161.97	2,352.02	1,119.16	1,854.94	623.98	
May 2010		680.33	1,257.48	599.98	871.01	
April 2010		1,586.91	1,345.51	1,406.47	823.46	
March 2010		1,561.07	1,554.65	1,127.03	651.63	
February 2010		1,405.19	735.65	1,168.28	708.26	
January 2010		2,293.97	2,379.95	1,772.01	596.78	
Total YTD 2010	161.97	9,879.49	8,392.40	7,928.71	4,275.12	0.00

	Bakertown	Love Towers	Cagle Terrace	Northgate Terrace	Isabella Towers	Virginia Walker
December 2009		1,138.56	681.78	1,013.71	814.78	
November 2009		1,614.48	1,337.60	1,228.63	883.55	
October 2009		1,203.30	1,104.49	1,017.20	780.09	
September 2009		1,592.85	1,368.43	1,253.48	749.33	
August 2009		1,412.77	1,279.91	1,108.30	831.79	
July 2009		2,177.28	2,302.58	1,936.50	648.27	
June 2009		1,475.96	829.35	1,006.03	1,170.80	
May 2009		1,451.14	1,324.04	1,114.22	681.19	
April 2009		1,401.54	1,023.07	997.94	712.01	
March 2009		1,597.53	1,461.33	1,033.67	572.18	
February 2009		1,272.34	1,133.90	1,000.01	877.25	
January 2009		2,045.01	2,690.29	1,541.72	630.93	
Grand Total 2009	0.00	18,382.76	16,536.77	14,251.41	9,352.17	0.00

8. **SITE VISITS**

Proposers are urged to visit all of the sites to view the current configurations of the machines. The failure of the proposer to do so will not relieve the proposer of such responsibility. Coordinate the site visits with the persons shown below.

Site	Contact	Phone	Email
Bakertown Apartments	Kristi Toby	594-1455	ktoby@kdc.org
Cagle Terrace	Robin Brown	403-1310	rbrown@kcdc.org
Isabella Towers	Stacey Ayres	403-1340	sayres@kcdc.org
Love Towers	Steve Ellis	403-1360	sellis@kcdc.org
Northgate Terrace	Terri Evans	403-1400	tevans@kcdc.org
Valley Oaks	Darrell Lindsey	403-1320	dlindsey@kcdc.org
Virginia Walker Apartments	Kristi Toby	594-1455	ktoby@kdc.org

9. **SUBMITTAL REQUIREMENTS**

- a. Proposals are to be prepared simply and economically and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Excessive and/or fancy bindings, brochures, advertisements are not necessary.
- b. The proposed cost and technical proposal shall remain valid for at least 90 days subsequent to the date of proposal opening and in accordance with any resulting contract between the proposer and KCDC.
- c. Submit one original (so marked), two copies and one electronic copy of the proposal.
- d. Number all pages consecutively.
- e. Place the firms's name on each page.

- f. Firms are encouraged to be thorough yet succinct in responding to the above requirements. The use of tables in presenting information, where appropriate, will facilitate the evaluation committee's review.
- g. Firms are to use the format on the rest of the pages for the preparation and submission of their submittals.

This and the preceding pages do not need to be returned to KCDC.

Coin Laundry Services Q1103

Proposal Document A	General Response Section
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General Information about the Bidder

Sign Your Name to The Right of the Arrow



Printed Name

Company Name

Federal EIN/Social Security Number

Dun and Bradstreet Number

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone Number

Fax Number

Cell Number

**Bidder's email address
(Please Print Clearly)**

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

None Issued ☐ **Addendum 1** ☐ **Addendum 2** ☐ **Addendum 3** ☐ **Addendum 4** ☐ **Addendum 5** ☐

**Addenda are not mailed but posted at <http://www.kcdc.org/Pages/Purchasing/OpenSolicitations.aspx> .
Please check for addenda prior to submitting your proposal.**

Statistical Information

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

White 1 ☐ **Black 2** ☐ **Native Americans 3** ☐ **Hispanic 4** ☐ **Asian/Pacific 5** ☐ **Hasidic Jew 6** ☐

As defined on KCDC's webpage, this business qualifies as being:

Small Business ☐ **Section 3** ☐ **Woman Owned & Operated** ☐

Detail the proposed equipment (washers and dryers).

- a. Brand
- b. Model
- c. Features
- d. Physical Size
- e. Load size
- f. Energy consumption
- g. Handicap access
- h. Specify that new equipment will be installed
- i. Number of units recommended for each site
- j. Technical and/or marketing sheets for the equipment

(Please use additional sheets as necessary)

- a. Provide a brief narrative history of the organization submitting the proposal.
- b. Organization Size
- c. Organizational structure
- d. Financial stability (provide your latest audited annual financial report)
- e. Mergers and/or acquisitions within the last five years
- f. Legal status (corporation or partnership, et cetera)
- g. Number of machines now in service in the Knoxville area.
- h. Number of accounts in the Knoxville area and under your organization as a whole.
- i. The number of times you check on and services machine in a given period of time. One of KCDC's objectives is minimize the laundry room being a target to theft.
- j. Identify the individual(s) in your firm who will be KCDC's contact persons. Give a brief (one paragraph maximum) chronology of their career and experience.
- k. Describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this specific type of project.

Proposal Document D	References
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e. Using the format below provide the name of five references of similar work.

Apartment Complex Name	
Number of Apartments	
Number of Washers/Dryers Installed	
Contact Person	
Phone	
Email	
Beginning Date of Contract	
End Date of Contract	
Other	

Detail the revenue sharing plan by indicating:

- a. Percentage going to KCDC
- b. Any deductions from “revenue”
- c. Any and all costs to KCDC
- d. Any “bonus” money going to KCDC for signing with your company.

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

NON COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not a collusive or sham proposal;
3. Neither the said firm 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 proposal in connection with the contract or agreement for which the attached proposal has been submitted or to refrain from making a proposal 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 proposal price or the proposal 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 proposal 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 responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contender to violations of the Sherman Antitrust 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.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with subcontractors who utilize the services of illegal immigrants.
2. By signing below the proposer agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.

Solicitation Document F Affidavits Continued
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- b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.

- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting proposals for a period of one year.

The undersigned proposer hereby acknowledges receipt of the above applicable law and verifies that the proposal he/she has submitted in response to this solicitation is in full compliance with the listed requirements.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this ____ day of _____ 20____.

Notary Public My commission expires: _____

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:
