

### Terry McKee, IS & Procurement Director

901 Broadway, N.E. • Knoxville, TN 37917-6699 865.403.1133 • Fax 865.594.8858 purchasinginfo@kcdc.org www.kcdc.org

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# **COIN OPERATED LAUNDRY SERVICES**

**Due Date:** By 11:00 a.m. (Eastern Standard Time) on October 2, 2015

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

Proposal Number: Q1611

**Deliver Proposals to:** Knoxville's Community Development Corporation

Purchasing Division (building behind the main office building)

901 Broadway N.E.

Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes ⊠ No □

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

**Award Results:** KCDC posts the award decision to its webpage at:

http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx

**Electronic Copies:** Vendors are encouraged to use the MS Word version of this

document. If you need an electronic copy, send an email

requesting it to <a href="mailto:purchasing@kcdc.org">purchasing@kcdc.org</a>.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

### **General Information for Vendors**

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

a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,551 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties. KCDC employs approximately 150 persons to carry out these functions.

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

- b. The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from vendors to provide Coin Operated Laundry Equipment for five of KCDC's locations on an as-needed basis. KCDC reserves the right to add additional sites or to delete specified sites as KCDC's need change.
- c. KCDC's award to MacGray has nearly reached the end of its five-year maximum and thus the services must be resolicited.

### 2. **ACCEPTANCE**

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

### 3. **AUTHORIZED KCDC CONTACTS**

a. KCDC authorizes the following persons to request new placements/services from the selected vendor(s).

Procurement Director Terry McKee 403-1133 <a href="mailto:tmckee@kcdc.org">tmckee@kcdc.org</a>

b. KCDC authorizes the site managers to request maintenance and repair services from the selected vendor(s). However typically residents will call the vendor's number (posted on or around the laundry equipment) to report issues.

### 4. **CHANGES AFTER AWARD**

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

### 5. **CONTACT PERSONNEL**

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

### 6. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award regarding this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

### 7. **CONTRACT**

- a. KCDC will not sign vendor contracts but will supply its own contract -in accordance with HUD guidelines.
- b. The length of the resulting award/contract will be for sixty months. However, KCDC can opt out of the award for cause with 60-day notice provided that KCDC has informed the vendor of the issues and that the problems are not alleviated.

### 8. **EVALUATION:**

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

Factors	Maximum
	Points
Revenue to KCDC	45
Funds offered to KCDC	
Equipment	25
The suitability and ease of use of the proposed equipment	
Energy efficiency of the proposed equipment	
Qualifications	25
Evidence of the proposer's abilities to provide the service	
References	5
Similar references	
Total Points Possible	100

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

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

### 9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions are at <a href="www.kcdc.org">www.kcdc.org</a>. Click on "Doing Business With KCDC" where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." Vendors may wish to review certain applicable HUD instructions on KCDC's webpage.

### 10. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

### 11. PRICE STRUCTURE

Vendors are to quote a specific price as described herein.

- a. At the end of each award period, the successful vendor may request a price increase. Proof of increased cost to the successful vendor must accompany price increase requests. KCDC may, at its option:
  - 1. Accept the proposed price increase; or
  - 2. Reject the proposed price increase; or
  - 3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful vendor may:
  - 1. Continue with the existing pricing.
  - 2. Suggest an alternative price increase.
  - 3. End the award.
- c. The vendor may decrease prices at any time with or without notice.

### 12. QUESTIONS

Direct questions pertaining to this document to <a href="mailto:purchasinginfo@KCDC.org">purchasinginfo@KCDC.org</a> with "Questions about Coin Operated Laundry Services" in the subject line, at least five days prior to the due date to.

## **Scope of Work**

### 1. <u>INTRODUCTION AND OBJECTIVES</u>

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 wants the proposer to recommend a cost per load for both washing machines and dryers.

- 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. The vendor will collect all monies from machines on a regular basis. This is important for security and so that the machine will continue to operate.
- c. The vendor is responsible 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 routinely use email. Additionally many KCDC staff members using "Texting" to communicate and the vendor needs to be proficient in this communication tool. Finally some KCDC staff members use the telephone frequently and the vendor must be able to effectively communicate that way also.

### 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 and the vendor(s) will be made prior to the 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.
- h. While KCDC is very interested in equipment with high-energy efficiency, there is also a concern about front loading washing machines. These issues include doors getting stuck, water leaks and water not draining properly. Accordingly, in the vendor's response, address the high-energy efficient issues while balancing practical issues too. Some sites may want one top loading washing machine while using front loading machines for the balance of their machines.

### 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 laundry room.
- c. KCDC will provide and pay for all utilities used by vendor's equipment.

### 6. **LOCATIONS**

Currently KCDC has need for coin operated laundry services at:

Site	Address	Apartments	Washers	Dryers
Autumn Landing Apartments	6331 Pleasant Ridge Road	95	4	5
Cagle Terrace Building A	515 Renford Drive	272	4	4
Cagle Terrace Building B	515 Renford Drive	212	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	240	5	5
Nature's Cove Apartments	2639 Bakertown Road	102	6	5
Northgate Terrace	4301 Whittle Springs Road	276	6	6
Valley Oaks	3504 Oak Branch Circle	48		
		1,272	38	39

### 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. Revenue report:

	Autumn	Cagle	Isabella	Love	Natures	Northgate	Valley
	Landing	Terrace	Tower	Towers	Cove	Terrace	Oaks
Total 2011	\$3,406	\$20,766	\$10,573	\$24,037	\$5,142	\$19,927	\$7,097
Total 2012	\$6,662	\$22,716	\$12,221	\$23,702	\$8,759	\$20,294	\$5,460
Total 2013	\$5,065	\$19,907	\$12,118	\$20,569	\$8,929	\$18,478	\$4,175
Total 2014	\$4,601	\$21,985	\$10,362	\$17,319	\$10,384	\$15,601	\$3,954
Total 2015 YTD	\$4,161	\$10,494	\$6,501	\$13,943	\$7,266	\$9,786	\$2,919

### 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
Autumn Landing	James Pruitt	403-1422	jpruitt@kcdc.org
Cagle Terrace	Darlene Thomson	403-1310	dthomson@kcdc.org
Isabella Towers	Rhonda Harris	403-1340	rharris@kcdc.org
Love Towers	Steve Ellis	403-1360	sellis@kcdc.org
Natures Cove	James Pruitt	403-1422	jpruitt@kcdc.org
Northgate Terrace	Terri Evans	403-1400	tevans@kcdc.org
Valley Oaks	Darrell Lindsey	403-1320	dlindsey@kcdc.org

### **Proposal Structure Information**

Follow these steps and guidelines when preparing your proposal.

- 1. Submit your proposal in the order/format shown on the following pages. **Solicitation Document**A is to be the first page of your proposal, followed by Solicitation Document B and so on.
- 2. Place your company's name on each page.
- 3. Number all pages consecutively. Indicate on all pages the section that you are responding to as shown on the following pages.
- 4. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.

- 5. Submit one original (with all pages marked "original") or one electronic copy (email or CD) of your submittal.
- 6. Fancy brochures and advertisements are not necessary.
- 7. **Do not** use phrases such as "See the attached" or "Will be provided upon award."
- 8. If you have attachments, mark them (on the cover) with the vendor's name.
- 9. Bind written proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
- 10. This document is available in MS WORD format and <u>vendors are encouraged</u> to use the Word version for their responses. KCDC's Adobe copy of the document will remain the "official" version of the document. Only the Adobe version has all of the required forms.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

# Coin Operated Laundry Services Q1611 Solicitation Document A General Response Section

General Information about the Vendor								
Sign Your N	ame to the Righ	t of th	e Arrow		-			
_	indicates that you h		_	o "KC	DC's			
General Instru	ctions to Vendors" o	n <u>www</u>	v.kcdc.org.					
Printed Nar	ne and Title 💆				<b>&gt;</b>			
Company N	ame					-		
Street Addr	ess				>	-		
City/State/2	Zip ———					-		
Contact Per	son (Please Print	Clear	·ly)		<b>—</b>			
Telephone I	Number				<b>&gt;</b>			
Fax Numbe	r				<b>-</b>			
Cell Numbe	r							
Vendor's e-	Vendor's e-mail address (Please Print Clearly)							
	Addenda							
Addenda are at <a href="www.kcdc.org">www.kcdc.org</a> . Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.			Open Solicitations"					
	Acknowledge	adder	nda have be	en is	sued	by checking l	pelow as appro	priate:
None	Addendum 1	Ad	ldendum 2		Add	endum 3 🗆	Addendum 4	☐ Addendum 5 ☐
			Stati	stica	l Info	rmation		<u>.</u>
This bu	siness is owned 8	& ope	rated by pe	rson	s at le	ast 51% of th	e following eth	nic background:
Asian/Pacif	Asian/Pacific   Black   Hasidic Jew   Hispanic   Native  Americans   White				White $\square$			
As defined	As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies					siness qualifies		
as being:		<b>0</b> - <b>(</b>					<i>"</i>	1
S	Section 3 ☐ Small Business ☐ Woman Owned ☐							
	Coo	perati	ve Purchasi	ng b	y Oth	er Governme	ntal Entities	
_	Will you extend your pricing and terms to other governments (plus any additional charges for shipping) if they desire to use the award?  Yes □ No □							

### **Solicitation Document B**

**Affidavits** 

- 1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
- 2. Such offer is genuine and is not a collusive or sham offer;
- 3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement; and
- 4. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5. The vendor is not ineligible for employment on public contracts because of a conviction or guilty plea or a plea of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award let by the State of Tennessee or any political subdivision thereof.
- 6. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.
- 7. No employee, officer or agent of the grantee or subgrantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- 8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- 9. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted in response to this solicitation is in full compliance with the listed requirements.

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

### Solicitation Document C

### **HUD Form 5369C**

# Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
  - (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
  - (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

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

(Check the block applicable to you)

[ ] 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)(l) 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)(l) 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

form HUD-5369-C (8/93)
Previous edition is obsolete ref. Handbook 7460.8

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) 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.

and current.	
Signature & Date:	
Typed or Printed Name:	
Title:	

Frevious edition is obsolete form HUD-5369-C (8/93) ref. Handbook 7460.8

# **Solicitation Document D**

**Equipment Proposed** 

Vendo	or:
Detail	the proposed equipment (washers and dryers).
a.	Brand
b.	Model
c.	Features
d.	Physical Size
e.	Load size
f.	Energy consumption
g.	Energy Star Status
h.	Handicap access
i.	Specify that new equipment will be installed
j.	Number of units recommended for each site
k.	Concerning repairs:
	<ol> <li>Specify who KCDC and/or residents contact for repairs (include their contact points)</li> <li>Specify a guaranteed response timeline for repairs</li> </ol>
l.	Technical and/or marketing sheets for the equipment
m.	Address high-energy efficiency issues and reported customer issues with front loading washing machines.
n.	Address equipment replacement policies and plans.
	(Please use additional sheets as necessary)

# Solicitation Document E Ver

**Vendor Qualifications** 

Vend	or:
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

### **Solicitation Document F**

References

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

Name of the business that was serviced	
Name of the apartment complex serviced	
Number of apartments	
Number of washers and dryers installed	
Contact person	
Contact person title	
Contact person's telephone number	
Contact person's email address	
Award began	
Award ended	

# **Solicitation Document G**

Revenue

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.
- e. Cost per load for washers and cost per load for dryers.
- f. The run time for a drying cycle.