

Terry McKee, IT & Procurement Director

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

Invitation for Bids

KCDC's Procurement Division must	11:00 a.m. on March 2, 2021 (as KCDC's clocks indicate)			
receive your response no later than				
Deliver Responses to	procurementinfo@kcdc.org			
Electronic Copies	Bidders are to use the MS Word version (or other software)			
	posted on KCDC's website to provide a typed response. The			
	final bid is to be submitted in Adobe format.			
Questions About This Solicitation	KCDC will not accept questions via telephone.			
	Submit questions to procurementinfo@kcdc.org by 6:00 p.m.			
	on February 25, 2021.			
Solicitation Opening	The "bid opening" will be conducted via Zoom . Contact			
	procurementinfo@kcdc.org to obtain the meeting link.			
Award Results	KCDC posts the award decision to its web page at:			
	http://www.kcdc.org/procurement/			
Open Records/Public Access to	All document provided to KCDC are subject to the Tennessee			
Documents	Open Meetings Act (TCA 8-44-101) and open records			
	requirements.			
Check KCDC's webpage (https://www.kcdc.org/procurement/) for addenda and changes before				
submitting your response				



General Information

1. Definitions

"Supplier" is inclusive of various words describing interested parties often called "vendor," bidders," "contractors" and "proposers."

2. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC has awarded contracts for the alterations at three of its high rises, during which a portion of the appliances at the high rises will be replaced.
- b. Facts about this appliance purchase include:
 - 1. 425 ranges with ovens & 425 refrigerators
 - 2. Energy Star certified appliances are required unless there are no such models currently so certified
 - 3. 230 3 prong range cords & 195 4 prong range cords
 - 4. Appliance package equals 1 range, 1 range cord and 1 refrigerator
 - 5. There are no loading/unloading docks available at the sites
 - 6. Phased deliveries to the site (details below)
 - 7. White finishes
- c. KCDC requests delivery to individual sites at the addresses below based upon the delivery schedule that follows.

This delivery schedule is critical to KCDC's ability to rent the apartments; however, KCDC understands the current environment and its effect on lead times for appliances and is willing to discuss delivery dates.

- Cagle Terrace, 515 Renford Road, Knoxville, TN 37919
- Isabella Towers, 1515 Isabella Circle, Knoxville, TN 37915
- Love Towers, 1171 Armstrong Avenue, Knoxville, TN 37917

Delivery Date	Love Towers	Isabella Towers	Cagle Terrace
5/1/2021	45 packages	45 packages	25 packages
7/1/2021	15 packages	45 packages	25 packages
9/1/2021	15 packages	35 packages	35 packages
11/1/2021		35 packages	35 packages
1/10/2022		35 packages	35 packages

3. 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 increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

4. Contact Policy

Contact <u>only</u> KCDC's Procurement Division about this solicitation from the issuance of this solicitation until its award. Information obtained from any other person will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award. Such contact can disqualify the supplier from the solicitation process.

5. **COVID-19 Special Requirements**

All workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and agree to the following:

- a. Worker will not enter the building if he/she answers "yes" to the existence of the any of the below symptoms or circumstances, and will contact his/her supervisor immediately.
- b. Worker will leave the premises immediately if any of the below symptoms appear during the workday and will contact his/her supervisor of why he/she had to leave.
- c. Worker must obtain a release to work from his/her healthcare provider if he/she or anyone in his/her household experiences any of the symptoms listed below.
- d. Worker will wash his/her hands after entering the building, and periodically throughout the workday.
- e. Worker will maintain spacing and social distancing between him-/her-self and others to include a distance of 6 feet or further.
- f. Worker will wear a face mask if he/she is in a common/public area where others are or will be present.
- g. If worker tests positive for COVID-19, he/she will be required to provide documentation from the Health Department or his/her physician indicating he/she is able to return to work.
- h. If worker tests positive for COVID-19, he/she will be expected to notify his/her supervisor, who will notify the project manager or others who may need the information for their own health and wellbeing.
- i. Worker shall understand that social distancing and other health mitigations that are listed as part of this contract also apply when he/she is traveling outside of his/her community; and worker will complete a COVID-19 screening test and receive a negative test result before returning to the workplace if, to the best of his/her knowledge, he/she comes into contact with anyone or have been exposed to anyone in the past 14 days who is positive for COVID-19.
- j. Symptoms: Have you or anyone in your household had any of the following symptoms as new onset in the past 72 hours? (This does not include chronic conditions.)
 - Fever of 100 degrees or greater
 - New onset of cough

- New onset of shortness of breath
- New onset of sore throat
- New onset of body aches
- Diarrhea
- New onset of headache
- New onset of loss of taste or smell.

6. **Damage**

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

7. Evaluation

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid is one fully conforming in all material respects to the solicitation document and all of its requirements, including all forms and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- c. KCDC will review all bids and reserves the right to request necessary modifications, waive minor technicalities, reject all bids, reject any bid that does not meet mandatory requirement(s) or cancel this solicitation, according to KCDC's best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC's best interest and consistent with good business practices.
- d. KCDC score and award to the best overall supplier(s) on the following evaluation scale:

Factors	Maximum Points	
Cost	100	
Total	100	

8. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and then follow the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers." Paragraphs in the "General Instructions" document that <a href="document-docume

9. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.

c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Supplier Portal to ascertain payments made and to which invoices they apply.

Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid.

KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, should consider whether or not to submit a response to this solicitation.

d. Invoices must:

- Be numbered
- List a date on them that is after the work is completed or goods delivered
- List the purchase order number
- Breakdown pricing according to the award structure
- Show the supplier's name and address

10. Smoking Policy

KCDC's Smoke Free policy is applicable to your employees and subcontractors. The policy mandates:

- No smoking on owner's property
- No e-vape or similar usage on owner's property
- The Smoke Free policy applies in personal or corporate vehicles on owner's property

11. Solicitation Requirements

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Solicitation Document A: General Information about the Supplier						
Sign Your Na	ame to the Right o	f the Arrow ———	→			
	If completing t	his document in Adobe, a	n electronic sig	gnature	is acceptable to KCDC.	
Your signature	indicates you read a	nd agree to "KCDC's Ge	neral Instruction	ons to S	uppliers" (<u>www.kcdc.c</u>	org) and that you are
		e submitting the respons				•
	-	supplier. I represent that		-	· ·	e(s) has reviewed the
information co	ntained in this Solicita	tion Package and that the	e information s	ubmitte	d is accurate.	
Printed Nam	e and Title		-			
Company Na	ame ———		-			
Street Addre	ess					
City/State/Z	ip		-			
Contact Pers	son (Please Print C	learly)	-			
Telephone N	lumber		-			
Supplier's E-	Mail Address (Plea	ase Print Clearly)				
		Ac	ldenda			
Addenda are	at www.kcdc.org	. Click on "Procuren	nent" and th	en on	"Open Solicitations	s" to find
addenda. Ad	knowledge adden	da have been issued	by checking	below	as appropriate:	
None	Addendum 1 \square	Addendum 2 \square	Addendum	ı 3 🗌	Addendum 4 \square	Addendum 5 \square
Statistical Information (Check all the apply)						
This busines	s is at least 51% or	wned and operated I	by a woman			Yes □ No □
This busines	s qualifies as a sm	all business by the St	tate of Tenn	essee		Yes □ No □
_		\$10,000,000 average over	er a three-year	period (OR employs no more	
than 99 persons on a full-time basis						
This business qualifies as Section 3 business (as defined by HUD): Yes ☐ No ☐						
51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30%						
or more of its workforce or commits to subcontract at least 25% of the project's dollars to a Section 3						
business.						
This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacif	ic 🗌 🛮 Black 🗀	Hasidic Jew 🗌 🛮 H	ispanic 🗆	Na	tive Americans 🗌	White \square
Prompt Payment Discount						
A prompt payment discount of% is offered for payment within days.						

Solicitation Document B: Affidavits

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 contender 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.

Iran Divestment Act

9. 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.

Accuracy of Electronic Copies

10. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

Non-Collusion

- 11. 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, supplier, 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 supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, 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.
- 12. 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 supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal 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	
Notary Stamp	
Notary Stamp	

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder'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)(I) 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)(I) through (a)(3) above.

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to so licit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or compan 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.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.
- 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)
- (a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

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- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a 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.

business under the criteria and size standards in 13 CFR 121.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

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9. Certification of Eligibility Under the Davis-Bacon

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors:
 - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

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Terry McKee, IT & Procurement Director

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

	Prices Offered						
	Brand & Model Same as or Equal To	Brand & Manufacturer Model Number Bid	Quantity	Cost Each	Total Cost		
1	RAS200DMWW Hotpoint® 20" Electric Free-Standing Front- Control Electric Range		425	\$	\$		
2	HPE16BTN Hotpoint® ENERGY STAR® 15.6 Cu. Ft. Recessed Handle Top-Freezer Refrigerator		425	\$	\$		
3	3 Prong Range Cord		230	\$	\$		
4	4 Prong Range Cord		195	\$	\$		
5	Grand Total Cost - Delivered \$						
6	KCDC's delivery schedule can be met?			Yes □ No □ Maybe □			
7	Delivery Note/Information:						