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Invitation for Written Quotes

WINDOW WASHING SERVICES AT KCDC'S HIGH RISE LOCATIONS

RFP NUMBER: Q1724

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

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

Questions: Submit questions to purchasinginfo@kcdc.org

Meeting: None

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



Electronic Copies: Suppliers are encouraged to use the Adobe fillable or MS Word version of this so that a typed response is provided. Electronic copies are available on KCDC's webpage or by sending an email request to purchasinginfo@kcdc.org.



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 20 sites with approximately 3,547 dwelling units. KCDC also administers approximately 3,958 vouchers and 82 moderate rehabilitation units through our Section 8 department.

b. KCDC is seeking quotes for a supplier who has demonstrated abilities to wash windows in a high-rise setting and as described herein. KCDC has four high-rise sites needing window cleaning services:

c. **Cagle Terrace:**

1. The supplier will wash all exterior windows on both the A and B Buildings at Cagle Terrace.
2. The A-building consists of a six-story high-rise apartment building containing 143 apartments and multiple office areas.
3. The B-building consists of a six-story high-rise apartment building containing 130 apartments and multiple office/recreation areas.
4. Exterior cleaning shall include cleaning all of the windows on the four stairwell exits on the bottom floors, both ends, of both buildings.

d. **Isabella Towers:**

1. Isabella Towers is a single building with 7 stories and 210 apartments.
2. The supplier will wash all exterior apartment windows, the windows in the Common Area windows, balcony windows and the windows at each end of the hallways.
3. The first floor includes an entry breezeway, windows/doors in the recreation hall, the social hall and the poolroom.
4. This site does not have screens.
5. There is also a "low rise" section with 26 apartments. The supplier will clean these windows also.

e. **Love Towers:**

1. The supplier will wash all exterior windows on both the A and B Buildings at Guy B. Love Towers.
2. The A-building consists of a seven-story high-rise apartment building containing 117 apartments and multiple office areas.
3. The B-building consists of a seven-story high-rise apartment building containing 132 apartments. This building has a subfloor or ground floor on one side, which makes it an eight-story high-rise on one side and a seven-story on the courtyard side of the building.
4. Exterior cleaning shall include cleaning all of the windows on the 14 balconies that are exterior common areas.

f. **Northgate Terrace:**

1. Northgate Terrace is a single building with 14 stories and 277 apartments.
2. The supplier will wash all exterior apartment windows, the windows in the Common Area windows, balcony windows and the windows at each end of the hallways.
3. First floor includes an entry breezeway, windows/doors in the recreation hall, the social hall and the poolroom.
4. Do not remove the screens at this location.

g. KCDC will:

1. Provide roof accessibility for drop scaffolding. However, the supplier will take care not to damage the roof and should damage occur, the supplier will repair the damage at no cost to KCDC.
2. Provide water accessibility.
3. Allow the supplier to use a lift vehicle to access the windows, but supplier is responsible for damage to the property such as landscaping or sidewalks.

h. The supplier must:

- Be able to obtain the insurance coverage and limits as shown (unless KCDC issues an addendum)
- Have a minimum of two full-time employees currently engaged in providing window washing and related services.

- Have two full-time employees, each with a minimum of one-year experience in high-rise work (above 30') that involves the use of rigging, scaffolding and other high-area access equipment.
- Own or have immediate access to high-rise work equipment such as rigging and scaffolding.
- Have been in business of window washing, high-reach cleaning and pressure washing for at least three years.
- Remove the screens on all apartment windows (except at Northgate Terrace) prior to washing the windows. KCDC will provide a maintenance staff member to the supplier to assist with accessing screens for their removal.
- Clean screens before re-installing them.
- Be willing to wash away cobwebs and spiders (if present) as part of the cleaning process.
- Coordinate with site staff in advance to plan parking lot needs/restrictions so that residents are aware of the plan in advance of the scheduled dates work dates.

i. Clean-up Requirements

- Thoroughly clean the work areas and remove all excess materials and debris generated by the work performance.
- Clean the work area at the end of each workday to include a complete and thorough cleanup of the entire job site at the completion of the work task or work order.
- All clean-up activities are at no additional cost to KCDC.

j. Performance of Services

- The supplier's personnel must protect the buildings and prevent soiling and/or damage to other building surfaces during work.
- The supplier must protect adjacent surfaces during the work.
- The supplier must ensure that windowsills, ledges and mullions are cleaned and dried.
- Should it become necessary for the successful supplier to erect a ladder, scaffolding, or other high-reach types of lift equipment in an area subject to vehicular and/or pedestrian traffic, the supplier is responsible to properly coordinate, mark, delineate and secure the area to protect the property and safety of the vehicular and pedestrian traffic, as well as the safety of successful supplier's personnel.

- The supplier's employees must report to the site's office each morning and let staff know that they are present.

2. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

3. **EMPLOYEES**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management of lawn operations at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have picture identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

4. **EQUIPMENT**

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

5. **ENTRANCE TO KCDC SITES**

Supplier's employees may not be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person will not accompany employees on KCDC sites unless said person is an authorized employee of the supplier.

6. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award and this may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process.

7. **GENERAL INSTRUCTIONS**

KCDC does not insert “General Instructions to Vendors” in the solicitation document. These instructions are at www.kcdc.org. Click on “Procurement” and follow the link. By submitting a response to this solicitation, the supplier accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” Suppliers may wish to review certain applicable HUD instructions on KCDC’s webpage.

8. **IDENTIFICATION**

The supplier’s employees will have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Supplier vehicles are to have placards (on the doors or in the windshield) that identify the company name. If the supplier’s employees drive their vehicles to the work site, the vehicle identification requirements apply.

9. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the supplier carries at least the following minimum levels of insurance. Supplier 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 supplier will maintain, at supplier’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 supplier will provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The supplier 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 supplier 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 supplier 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 supplier 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:* Supplier 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 supplier's insurance. If the supplier 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, supplier 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 N. Broadway
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 supplier's insurance) in the same manor and limits as specified for the supplier. Supplier 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 supplier 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 supplier enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.

10. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if suppliers work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Invoices must:
 1. Be numbered.
 2. Have a date on them that is after the work is completed or goods delivered.
 3. Show the purchase order number.
 4. Breakdown pricing according to the bid structure. For instance, if the agreed to pricing is by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 5. Be suitable for scanning since KCDC does not maintain paper records.
- c. Suppliers are required to submit invoices within 90 days after the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However, if others purchase goods for KCDC, the supplier must pay sales or "use tax." Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- e. KCDC pays by electronic transfer (ACH) only. KCDC does not issue checks.

11. **LENGTH OF AWARD**

The initial award will be for 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.

12. **PRICE STRUCTURE**

a. At the end of each award year, the successful proposer may request a price increase. Proof of increased cost to the successful proposer must accompany price increase requests. KCDC may, at its option:

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

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

1. Continue with the existing pricing.
2. Suggest an alternative price increase.
3. End the award.

13. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Window Cleaning Services" in the subject line, at least five days prior to the due date.

14. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier has carefully examined the plans, the specifications and the worksites and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

15. **RESPONSIBILITIES**

At no expense to KCDC, the supplier will:

- a. Provide quality control for all services provided.

- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of KCDC, residents or other suppliers.

16. **SAFETY**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The supplier shall impede the flow of vehicular traffic as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

17. **SECURITY**

The successful supplier is responsible for providing (if necessary) any and all security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

18. **STORM WATER AND STREET ORDINANCES**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with all aspects of the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.

- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Additional information about NPDES, BMPs, and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage:
(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm Water and Street Ordinances. The supplier will be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC will deduct such charges from payments due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

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

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

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for quotes or quotes; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Supplier will seek to fill any and all positions that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's apartment. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub award at least 25% of the project's dollars to a Section 3 business.

20. **SUBCONTRACTORS**
Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Report change to KCDC during the project.
- c. Not be on HUD's Debarment List.
- d. Carry the insurance coverages as outlined herein.

21. **WORK HOURS**
Suppliers will perform all work on Monday through Friday from 7:00 a.m. to 6:00 p.m. and (if needed) on Saturday from 8:00 a.m. to 5:00 p.m. The supplier shall not work on Sunday without KCDC's written permission.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Window Washing Services at KCDC's High Rise Locations Q1724
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow 
 Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title 

Company Name 

Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

Supplier's e-mail address (Please Print Clearly) 

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3 Small Business Woman Owned

Cooperative Procurement by Other Governmental Entities

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

Cost

Total Project Cost Cagle Terrace	\$
Total Project Cost Isabella Towers	\$
Total Project Cost Love Towers	\$
Total Project Cost Northgate Terrace	\$

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

9. Iran Divestment Act:

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

Non-Collusion:

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

The undersigned hereby acknowledges receipt of this Solicitation Document B 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	

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)(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'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)

(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 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.

(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.

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.

10. 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.

11. 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.

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____