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**Request for Written Quotes**

<b>Solicitation Name and Number</b>	Printing Services Q2008
<b>Responses Must Arrive No Later Than</b> (As KCDC's Procurement Office clocks indicate)	11:00 a.m. on October 8, 2019
<b>Deliver Responses to:</b>	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917   Note: Procurement is in a separate building behind the main office building.
<b>Electronic Copies</b>	Electronic copies are available on KCDC's webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>Responses may be Emailed to KCDC</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Printed Responses Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
<b>Solicitation Meeting Date</b>	Not applicable
<b>Solicitation Meeting Time</b>	Not applicable
<b>Solicitation Meeting Location</b>	Not applicable
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> <b>KCDC will not accept questions via telephone.</b>
<b>Award Results</b>	KCDC posts both a summary of the quotes received and the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>
<b>Open Records/Public Access to Documents</b>	All documents provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage (<a href="https://www.kcdc.org/procurement/">https://www.kcdc.org/procurement/</a>) for addenda and changes before submitting your response</b>	



## General Information

### 1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. Each of KCDC's properties uses various forms to provide information to KCDC tenants. The quantity of forms needed for each property may vary.
- c. The intent of this solicitation is to hire a supplier to provide 'Print on Demand' printing needs for KCDC as detailed herein.
- d. It is understood that KCDC intends to use the successful supplier for these products or services; however, KCDC reserves the right to purchase these products or services elsewhere if it is in KCDC's best interest.

### 2. **Changes after Award**

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

### 3. **Codes and Ordinances**

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

### 4. **Contact Personnel**

It shall be essential to the success of this award to develop a good working relationship with the successful supplier. It is imperative that the KCDC account be handled efficiently and professionally. The supplier will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the supplier will introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

5. **Contact Policy**

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this RFP until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the proposer from the solicitation process.

6. **Delivery**

a. Printer will offer two options for delivery.

- Delivery to 901 North Broadway, Knoxville, TN 37917 on a monthly basis with order submittal and delivery date at the printer's discretion as noted on Solicitation Document D Cost.
- Delivery to individual sites on an as needed basis. Orders may be shipped to individual sites with a minimum order requirement for free delivery or predetermined delivery fees for those orders not meeting the minimum requirement as noted on Solicitation Document D Cost. Please see Solicitation Document E for KCDC Site Addresses.

b. Deliveries are accepted between 7:30 a.m. and 3:30 p.m. (may vary for individual sites) each business day.

c. A delivery/packing list shall accompany each printing job and shall show the purchase order number, form number, quantity per package and cost.

d. Orders shall be individually packaged per instructions shown on Solicitation Document D.

e. All forms are to be shrink-wrapped or boxed.

7. **Employees**

Supplier will:

a. Have sufficient personnel to complete the work in a timely manner.

b. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.

8. **Entrance to Sites**

Supplier's employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

9. **Evaluation**

KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best." 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 award. A responsive bid is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

10. **General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and 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.”

11. **Identification**

The supplier’s employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have photo identification badges or other company identification at all times.

12. **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. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- 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 Vendor Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC’s Vendor 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, consider whether or not to submit a response to this solicitation.
- d. The purchase of goods and services for use by KCDC owned properties are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Upon the placement of a purchase order or the award, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices for its tax exempt properties. However certain properties are not exempt from taxation and their invoices should include applicable taxes. These are: Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- e. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:

- Bill each specific site for work performed or goods delivered.
- Create separate invoices for Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP;; Northridge Crossing, LP and The Vista at Summit Hill, LP showing them as the “Owner” or “Bill To” entity.

f. 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

g. KCDC requires that invoices be submitted via email.

13. **Length of Award**

The length of the award will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

14. **Price Structure**

a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:

- Continue with the existing pricing.
- Suggest an alternative price increase.
- End the award.

b. KCDC does not pay fuel surcharges.

c. Suppliers may decrease prices at any time with our without notice.

15. **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, awards 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 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 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 bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished 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 awards are subject to Section 3 requirements. Supplier shall seek to fill all positions that are unfilled with KCDC residents. For additional information, go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will give KCDC 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 site. 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:
  - Is at least 51% owned by a Section 3 resident; or
  - Employs Section 3 residents for at least 30% of its employee base; or
  - Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
  - A Section 3 Business determination provided one is not already on file.
  - A Section 3 Business plan for this work.

16. **Smoking Policy**

KCDC has a Smoke Free policy that applies to you, your employees and all subcontractors. This policy mandates:

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

HUD definitions include:

- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form.
- "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product.
- The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- Property means all KCDC owned buildings, parking lots, streets, structures and land. Should supplier staff be observed violating these requirements, KCDC's Procurement Division will notify the corporate level contact about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to owner's property. Repeated offenses may result in forfeiture of your award.

17. **Use of Solicitation Forms**

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are asked to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

**Scope of Work**

18. **General Requirements**

KCDC primarily intends for this solicitation to result in an award for printing services for its various sites and departments.

- a. Supplier shall provide all labor, supplies and materials to perform all print related services.
- b. Supplier shall manufacture, deliver and invoice per orders placed by KCDC.
- c. Supplier shall produce exact copies of a quality equal to the original camera ready copy in the most cost effective manner acceptable to KCDC.

- d. Please see Solicitation Document D for a detailed description of the forms that are to be printed.
  - e. If KCDC needs additional items that are not listed herein and if KCDC desires to add them to this solicitation and award, the vendor and KCDC will negotiate an agreeable price for the items.
19. **Subcontractors**  
Subcontractors must:
- a. Be approved by KCDC prior to beginning work.
  - b. Carry the insurance coverages as outlined herein.
  - c. Comply with the Davis Bacon requirements and submit certified payrolls.
  - d. Not be on HUD's Debarment List.
  - e. Not be changed without KCDC's permission.










**THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED**



**Printing Services Q2008**

**Solicitation Document A General Response Section**

**General Information about the Supplier**

<b>Sign Your Name to the Right of the Arrow</b>  By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on <a href="http://www.kcdc.org">www.kcdc.org</a> .	
<b>Printed Name and Title</b> 	
<b>Company Name</b> 	
<b>Street Address</b> 	
<b>City/State/Zip</b> 	
<b>Contact Person (Please Print Clearly)</b> 	
<b>Telephone Number</b> 	
<b>Cell Number</b> 	
<b>Supplier's E-Mail Address (Please Print Clearly)</b> 	

**Addenda**

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

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information (Check all the apply)**

<b>This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>This business qualifies as a small business by the State of Tennessee</b> <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>This business qualifies as Section 3 business (as defined by HUD):</b> It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub award at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>This business is owned &amp; operated by persons at least 51% of the following ethnic background:</b>	
Asian/Pacific <input type="checkbox"/> Black <input type="checkbox"/> Hasidic Jew <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Americans <input type="checkbox"/> White <input type="checkbox"/>	

**Cooperative Procurement**

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

**Prompt Payment Discount**

A prompt payment discount of \_\_\_\_\_% is offered for payment within \_\_\_\_ days of submission of an accurate and proper invoice.

**MasterCard Acceptance**

Mastercard is accepted for payment without additional fees. Yes  No

Mastercard is accepted for payment with a fee of \_\_\_\_\_. Yes  No

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 workers 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 awards 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.

**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.

**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.

**Accuracy of Electronic Copies:**

- 12. 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.

**No Contact/No Advocacy Affidavit:**

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation 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.

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

**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) 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 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.

(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 --

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.

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.

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

**9. Certification of Eligibility Under the Davis-Bacon Act**

**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)** \_\_\_\_\_

**Printing Services Q2008**

**Solicitation Document D Cost**

<b>Item Number</b>	<b>Form Name</b>	<b>Form Description</b>	<b>Unit Packaging</b>	<b>Cost Per Unit</b>
1.	Notice to Resident	4 ¼", 4 & up, padded, printed with black ink on white paper	50 per Pad	\$
2.	KCDC Dwelling Unit Inspection	2 sided, 4 color ink printed on 8 ½" x 14", 20# white paper	100 per Pad	\$
3.	Notice of Maintenance Call	5 ½", 4 & up, padded, printed with black ink on 20# pink paper	50 per Pad	\$
4.	Request for Interim Rent Redetermination	2 part carbon printed with black ink	50 per Pack	\$
5.	Knoxville Police Department Overtime Cards	3" x 6", 4-up printed on 67# canary vellum, single sided	300 per Pack	\$
6.	Vehicle Parking sticker	Approximately 2 ½" x 4 ¼" printed black ink on orange sticker	50 per Pack	\$
7.	LIPH Leases	4 pages, double sided, black ink printed on 8½" x 14" white paper, stapled	50 per Pack	\$
8.	Grievance Procedure Forms	3 pages, double sided, black ink, printed on 8½" x 14" white paper, stapled	50 per Pack	\$
9.	Window Envelope	#10 window envelope with KCDC logo and return address in black ink - STATIC	500 per Box	\$
10.	Regular Envelope	#10 regular envelope with KCDC logo and return address in black ink - STATIC	500 per Box	\$
11.	Business Cards	Color ink, one sided on cardstock – KCDC will order as needed	500 per Box	\$
12.	Section 8 – 30 Day Notice of Intent to Move	3 part carbonless, black ink on white, yellow & pink, 8½" x 11"	50 per Pack	\$
13.	Section 8 Briefing Packet (Section 1)	14 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
14.	Section 8 Briefing Packet (Section 2)	11 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
15.	Section 8 Briefing Packet (Section 3)	7 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
16.	Section 8 Interim Reporting Status Packet	6 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
17.	Section 8 Moderate Rehabilitation Program Packet	25 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
18.	Section 8 Project Based Voucher Supplemental Application Packet	22 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$

<b>20.</b>	Section 8 PBV Statement of Family Responsibility & PBV Receipt of Program Information	8 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>21.</b>	Section 8 Recertification Packet	19 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>22.</b>	Section 8 Recertification Packet – Receipt of Program Information	17 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>23.</b>	Section 8 Supplemental Application Form Packet	23 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>24.</b>	Section 8 Unit Complaint Forms	2 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>25.</b>	Section 8 VAWA Packet	5 pages, print double sided on 8 1/2 " x 11" white paper	Per Packet	\$
<b>Delivery to Sites</b>				
Minimum Order Amount to Include Free Shipping to Individual Sites			\$	
Flat Rate Shipping/Delivery Charge for Orders Not Meeting Minimum Order Amount			\$	
<b>Monthly Delivery to Procurement Office</b>				
Submit order to printer by _____ to be delivered by _____.				

NOTE: Samples will be provided to supplier



Printing Services Q2008

Solicitation Document E Site Addresses

<p>Autumn Landing                  Manager: James Pruitt - Phone: 865-403-1422                  6331 Pleasant Ridge Road                  Knoxville, TN 37921</p>	<p>Austin Homes                  Manager: Darrell Lindsey - Phone: 865-403-1300                  801 Howard Baker Jr. Boulevard                  Knoxville, TN 37915</p>
<p>Cagle Terrace (both buildings)                  Manager: Rhonda Harris Phone: 865-403-1310                  515 Renford Drive                  Knoxville, TN 37919</p>	<p>Five Points                  Manager: Kim Clark 865-403-1390                  381 McConnell Street                  Knoxville, TN 37915</p>
<p>Isabella Towers                  Manager: Linda Jeter 865-403-1340                  515 Isabella Circle                  Knoxville, TN 37915</p>	<p>KCDC Main Office                  865-403-1100                  901 North Broadway                  Knoxville, TN 37917</p>
<p>KCDC Procurement                  865-403-1133                  901 North Broadway                  Knoxville, TN 37917</p>	<p>Lonsdale Homes                  Manager: Darlene Farmer 865-403-1350                  2020 Minnesota Avenue                  Knoxville, TN 37921</p>
<p>Love Towers (both buildings)                  Manager: Steve Ellis 865-403-1360                  1171 Armstrong Avenue                  Knoxville, TN 37917</p>	<p>Montgomery Village                  Manager: Sam Chambers 865-403-1380                  4530 Joe Lewis Road                  Knoxville, TN 37920</p>
<p>Nature's Cove Apartments                  Manager: James Pruitt 865-403-1422                  2639 Bakertown Road                  Knoxville, TN 37931</p>	<p>Northgate Terrace                  Manager: Terri Evans 865-403-1400                  4301 Whittle Springs Road                  Knoxville, TN 37917</p>
<p>North Ridge Crossing                  Manager: Adronicus Thomas 865-403-1320                  712 Breda Drive                  Knoxville, TN 37918</p>	<p>Residences at Eastport                  Manager: Kim Clark 865-403-1390                  381 McConnell Street                  Knoxville, TN 37915</p>
<p>Supportive Maintenance                  Manager: Jack Canada 865-403-1371                  1130 Cornelia Street                  Knoxville, TN 37917</p>	<p>Taylor Homes                  Manager: Kim Clark 865-403-1390                  381 McConnell Street                  Knoxville, TN 37915</p>
<p>The Verandas                  Manager: Sam Chambers 865-403-1380                  107 Flenniken Avenue                  Knoxville, TN 37920</p>	<p>Valley Oaks Apartments                  Manager: Adronicus Thomas 865-403-1320                  3504 Oak Branch Circle                  Knoxville, TN 37917</p>
<p>Vista Apartments                  Manager: Darrell Lindsey 865-403-1300                  957 East Hill Avenue                  Knoxville, TN 37915</p>	<p>Western Heights                  Manager: Kristie Toby 865-403-1420                  1621 Jourolman Avenue                  Knoxville, TN 37921</p>