



Invitation for Sealed Bids	
Solicitation name and number	Water Heaters (as needed) Q2304
Upload responses by	11:00 a.m. on September 7 th (as KCDC's clocks show)
Upload your responses (<i>as one document</i>) to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions about this solicitation	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on August 24 th .
Bid opening	This bid will be "opened" electronically and interested parties may attend via Zoom only. To obtain the Zoom link, email procurementinfo@kcdc.org . The bid tabulation is normally posted to KCDC's webpage within four hours of the bid opening time.
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	

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 twenty sites with approximately 3,525 dwelling units.
- b. KCDC issued this solicitation on behalf of the Tennessee Association Housing & Redevelopment Authorities (TAHRA). Hereafter the terms "KCDC" and "TAHRA" are used interchangeably. The various Public Housing Authorities (PHAs) in the State of Tennessee often purchase common items while furnishing their units, like water heaters. To obtain volume discounts, TAHRA agreed to coordinate one solicitation that any or all housing agencies (in addition to other governmental entities) may use. However, no PHA is mandated to use this agreement.
- c. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- d. Once awarded, the successful supplier will honor orders, at the specified prices, from any TAHRA member agency, city, county or state agency or any other municipality or political subdivision choosing to participate.
- e. However, no agency or governmental entity is required to participate and may conduct separate procurements for items contained in this solicitation. Additionally, TAHRA does not guarantee any orders will be placed and assures no responsibility, financial or otherwise, for purchases made under this contract.
- f. This solicitation is to provide modern, efficient and Energy Star rated (as applicable) water heaters for use by Public Housing Authorities and other government entities across the State of Tennessee.
- g. Upon award, the successful suppliers will need to market the program to the TAHRA membership. For such purposes, TAHRA will collaborate with the suppliers to communicate award notice and materials.
- h. The successful suppliers are strongly encouraged to consider active participation in TAHRA, including attendance at its spring and fall meetings. Additionally, the supplier may want to consider becoming an affiliate member of TAHRA. Details are on TAHRA's webpage at <http://tahrnet.org/>.

2. Changes after Award

It is possible that after award KCDC will need to revise the requirements specified herein. 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. Generally, such changes will not be of a "cardinal" nature.

3. Contact Policy

Only contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award.

Information obtained from an unauthorized officer, agent, or employee 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 for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

4. **COVID-19/Pandemic Special Requirements**

If COVID requirements are in effect, all workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and must follow any applicable federal, state and local guidance.

5. **Evaluation**

- a. TAHRA 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 its requirements, including all forms and substance.
- b. TAHRA reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- c. TAHRA 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 TAHRA's best interests. TAHRA further reserves the right to adjust its evaluation scenario if it is in TAHRA's best interest and consistent with good business practices.

6. **General Instructions to Suppliers**

KCDC's General Instructions to Suppliers are at www.kcdc.org . Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 4, 15, 30, 43, 44a, 44c, 44d, 57, 69.

7. **Invoicing/Ordering for KCDC (not other PHAs)**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC's purchases of goods 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. However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.

- d. The supplier pays all taxes incurred in the performance of an awarded contract. 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. Supplier's accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Supplier's may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- f. Invoices must:
 - Be numbered
 - List a date on them that is after the work is complete or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
 - Reference the bid number
- g. Email invoices to apadmin@kcdc.org. Do not send invoices through the United States Postal Service.

8. **Length of Award**

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

9. **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. Such proof will be CPI, PPI or other similar documentation acceptable to KCDC. KCDC will decide whether to accept a price increase. If KCDC accepts the price increase, the bid file will note. If KCDC rejects the price increase, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- b. Suppliers may decrease prices at any time with or without notice.
- c. If one supplier elects to not renew or KCDC/TAHRA elects to not renew with a supplier, the remaining suppliers may continue with the entire award or the solicitation may be re-issued.
- d. If Energy Star requirements change during this award or contract, KCDC/TAHRA reserve the right to renegotiate the award or contract with the successful supplier(s) to meet the new standards without going out for new bids, if so desired.

10. **Representations**

By submitting a response, the supplier certifies:

- 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.

Description of Desired Products

11. **Introduction**

The supplier shall provide modern, efficient and Energy Star rated (as applicable) water heaters for use by Public Housing Authorities and other government entities across the State of Tennessee.

12. **Energy Star**

KCDC/TAHRA is extremely interested in energy efficiency. Energy Star certified water heaters are required unless there are no such models currently so certified.

13. **Delivery**

- a. Delivery shall be F.O.B. Destination, freight paid by the supplier, to the ordering entity. Delivery charges are included in the per unit cost. The driver will, at the minimum, assist PHA staff with unloading appliances to the tailgate of the delivery truck.
- b. Agencies shall have the right to mix sizes and types of products to obtain quantity pricing. Prices given are for delivery F.O.B. to any point within Tennessee for purchases made by any participating entity. Should a governmental entity outside of Tennessee desire to use this award/contract, the supplier and the entity will negotiate shipping charges.
- c. KCDC's delivery needs have changed and now deliveries are directly to KCDC sites. While some sites can easily accommodate large trucks, many cannot accept trucks longer than fourteen (14) feet. Most KCDC sites do not have docks and the supplier will have to arrange lift gate delivery.

14. **Model and Price Change Notification**

After award, if models change and/or prices increase (see above concerning price increases), the supplier(s) must notify KCDC. Upon approval, notification will be sent to other TAHRA members.

15. **Packing and Marking**

Packaging, packing and marking shall be in accordance with standard commercial practices and be specified in the contract or order. KCDC encourages environmentally friendly packaging and the general reduction of packaging materials.

This and the previous pages do not need to be returned.

Solicitation Document A	General Information about the Supplier
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Note: Complete all cells even if the answer is "Does not apply"

Sign Your Name to the Right of the Arrow

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title

Legal Corporate Name

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone 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 proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check a box in each of the next four lines)

1. This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>							
2. This business qualifies as a small business by the State of Tennessee <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"/>							
3. This business is at least 51% owned and operated by a veteran	Yes <input type="checkbox"/> No <input type="checkbox"/>							
4. This business is owned and operated by persons at least 51% of the following ethnic background:								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">Asian/Pacific <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">Black <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">Hasidic Jew <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">Hispanic <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">Native American <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">White <input type="checkbox"/></td> <td style="width: 12.5%; border: 1px solid black;">Publicly Owned <input type="checkbox"/></td> </tr> </table>	Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>		

Prompt Payment Discount Statement

A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.

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

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.

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.

General

- 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 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.

Non-Boycott of Israel Affidavit

- 15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by		
Printed Name		
Title		

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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 --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned 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.

(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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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)

Solicitation Document D Cost

	Description of Bid Items ‘Bid Same as or Equal To’	Item Bid	Energy Star Compliant	Price (each)
1.	Electric Water Heater 30 gallon – SHORT ENS 30 – 22Wx39 ¾H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
2.	Electric Water Heater 30 gallon – Side Valve - SHORT ENJB 30 – 22Wx30H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
3.	Electric Water Heater 30 gallon – LOWBOY ENLB 30 – 20W x 30H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
4.	Electric Water Heater 30 gallon – LOWBOY PROE30 S2 RU95 B 19 ¾ W x 32H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
5.	Electric Water Heater 30 gallon – TALL ENT 30 – 19W x 46 ½H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
6.	Electric Water Heater 38 gallon – LOWBOY ENLB 40 – 23W x 32H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
7.	Electric Water Heater 40 gallon – MEDIUM ENS 40 – 20W x 49 ¾H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
8.	Electric Water Heater 40 gallon – TALL ENT 40 – 18W x 61¼ H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
9.	Electric Water Heater 50 gallon – SHORT ENS 50 – 23W x 49¼ H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
10.	Electric Water Heater 50 gallon – LOWBOY ENL 50 – 26½ W x 36H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
11.	Electric Water Heater 50 gallon – TALL PROE50 T2 RU95 20¼ W x 61 5/8 H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
12.	Gas Water Heater 30 gallon GCR 30 – 18W x 61½H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
13.	Gas Water Heater 40 gallon – TALL GCR 40 – 20W x 61¾H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$
14.	Gas Water Heater 40 gallon DIRECT VENT MODEL GDV 40 – 22W x 64H		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	\$