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www.kcdc.org

Requests for Written Quotes

Bulky Debris Pickup and Disposal Services (as needed)

Proposal Number: Q1700

Due Date: 10:00 a.m. (Eastern Standard Time) on July 1, 2016

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

Pre-Quote Meeting: None. Submit questions to purchasinginfo@kcdc.org

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

Faxed/Emailed Responses are acceptable: **Yes** **No**

Award Results: KCDC posts both a summary of the quotes received and the award decision to its web page at:

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

Electronic Copies: Vendors are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION



1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,800 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written bids from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. This service, currently performed by a KCDC employee, is one in which an employee travels between the various KCDC sites each day and picks up bulky waste items and takes them to an approved landfill or other approved facility or usage. Details are below.
- d. KCDC is examining the feasibility of contracting out its bulky debris pickup and disposal function instead of retaining these functions in-house. This solicitation will arrive at the cost for hiring a firm to perform all of KCDC's bulky debris needs. Should KCDC ascertain that it is more effective to perform these services in-house, KCDC will not award this solicitation.

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 vendor. Should additional costs arise, KCDC reserves the right to accept these charges provided the vendor satisfactorily documents the increased costs. KCDC reserves the right to add or delete sites (properties) as needs change.

3. **CONTACT PERSONNEL**

The vendor will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful vendor will introduce the new contacts to KCDC personnel.

4. **CONTACT POLICY**

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

5. **EMPLOYEES**

Vendor 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 employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand the English language in order for KCDC's representatives to communicate effectively with the vendor.
- e. 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.
- f. Employees parking or driving 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.

6. **ENTRANCE TO SITES**

Vendor 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.

7. **EQUIPMENT:**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **EVALUATION:**

KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the vendor 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 "responsiveness" and "responsibility" of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process. This includes references and business capacity information.

9. **GENERAL INSTRUCTIONS**

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



10. **INSURANCE**

The vendor shall maintain, at vendor's sole expense, on a primary and non-contributory basis, at all times during the life of the contract 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 vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

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

- 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 shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall 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 vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall 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 vendor shall 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 shall 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:*** Vendor shall:
1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor 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, vendor shall 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 shall read:

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

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall 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 vendor 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 shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should vendor enter into such an agreement on a pre-loss basis.
 8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the vendor against any loss exposures, whether as a result of the project or otherwise.

11. **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 a vendor performs 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 award structure. For instance, if priced by the hour, 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.

Note: KCDC strongly encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Vendor must submit invoices within 90 days of the date the goods or services were. KCDC reserves the right to refuse payment for 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 vendors purchase goods for KCDC, the vendor 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 Governmental Sales Tax Exemption form to the vendor. KCDC will not pay taxes shown on invoices.
- e. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Vendors will need to set up their access to KCDC’s Vendor Portal to track actual payments made.

12. **LENGTH OF AWARD**

The length of the award will initially be 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.

13. **PRICE STRUCTURE**

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

14. **QUESTIONS**

Submit questions via [email](mailto:purchasinginfo@KCDC.org) with “Questions about Bulky Debris Services” in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

15. **SAFETY AND OSHA GUIDELINE COMPLIANCE**

- a. The vendor 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 vendor shall impede vehicular traffic flow 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 vendor.
- c. The vendor shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The vendor will protect all buildings, appurtenances and furnishings from damage. The vendor shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Vendor 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. Vendor shall comply with all other OSHA and TOSHA safety standards that apply.

16. **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 vendors 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 vendors 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 vendors 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? 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. Vendor shall seek to fill any and all position 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 vendor 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 vendor 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:
 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 contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful vendor will supply two documents to KCDC:
1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 2. A Section 3 Business plan for this work.

17. **SUBCONTRACTORS**

- a. KCDC must approve subcontractors before they start work. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general vendor. These include but are not limited to insurance and Davis Bacon requirements.

18. **WAGE COMPLIANCE**

This work is federally funded and "prevailing wage" requirements apply. The successful vendor will submit certified payroll forms each month to document wages paid. These forms must be provided monthly and be approved before payment will be authorized.

- a. The minimum wage rates vary by the type of work being performed-not job titles assigned to employees. If your employee predominately performs this work on the KCDC job, he or she must be paid at the rate below (or higher). If an additional classification is needed, contact the KCDC Procurement Division. The minimum wage rates are:

Title	Hourly Rate	Fringe Rate	Total Wage or Total Wage & Benefits
Carpenter	\$11.72	\$3.28	\$15.00
Electrician	\$11.72	\$3.28	\$15.00
Equipment Operator I	\$10.76	\$3.01	\$13.77
Equipment Operator II	\$11.72	\$3.28	\$15.00
Grounds Maintenance Specialist	\$7.62	\$2.13	\$9.75
Laborer	\$7.62	\$2.13	\$9.75
Painter	\$10.76	\$3.01	\$13.77
Plasterer	\$11.72	\$3.28	\$15.00
Plumber	\$11.72	\$3.28	\$15.00
Skilled Laborer	\$9.34	\$2.62	\$11.96
Unskilled Worker	\$7.72	\$2.16	\$9.88
Welder	\$11.72	\$3.28	\$15.00

b. These requirements apply to all subcontractors used by the successful vendor.

19. **WORK HOURS**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 6:00 p.m. Work on Sundays or holidays will require advance approval by KCDC.

Description of Desired Services

1. **GENERAL**

The successful vendor will conduct a daily trip to KCDC sites and pickup bulky debris waste items located near KCDC dumpsters. Typically, KCDC has one employee make this route in a one-ton 3500 HD dump truck. When needed, the employee uses a Bobcat with grapple attachment to pick items up and deposit them in the dump bed. Then the employee takes the items to the appropriate landfill or other approved location.

2. **KCDC SITES**

This list shows the sites currently serviced. KCDC may add or delete sites as needs change. If sites are added or deleted, KCDC and the successful vendor will negotiate the price adjustment.

Austin Homes	957 E. Hill Avenue
Austin Field	Austin Homes
Autumn Landing	6331 Pleasant Ridge Road
Cagle Terrace	515 Renford Drive
Eastport Residences	317 McConnell
Isabella Towers	1515 Isabella Circle
Lee Williams Complex	317 McConnell
Lee Williams Field	Lee Williams Homes
Lonsdale Homes	2020 Minnesota Avenue



Love Towers	1171 Armstrong Avenue
Mechanicsville Homes	Mechanicsville area
Montgomery Village	4530 Joe Lewis Road
Nature's Cove	2639 Bakertown Road
North Ridge Crossing	712 Breda Drive
Northgate Terrace	4301 Whittle Springs Road
Northgate Terrace Garden	Northgate Terrace
Passport Homes	1626 Wallace Street area
Passport Residences	1626 Wallace Street area
Supportive Maintenance	302 E. Anderson
Taylor Homes	317 McConnell
Taylor Homes Field	Taylor Homes
The Verandas	107 Flenniken Avenue
The Vista	957 East Hill Avenue
Valley Oaks	3504 Oak Branch Circle
Western Heights	1621 Jourolmon Avenue

3. **DAILY RESPONSIBILITIES**

- a. Visit each KCDC site and remove bulky waste items located near KCDC dumpsters. Typical items include appliances, furniture, gasoline tanks, tires, et cetera. The daily composition will vary.
- b. Deposit retrieved items into approved and licensed landfills. Other properly approved disposal methods (such as Knox County's tire facility at the Forks of the River Industrial Park, et cetera) may be used.
- c. Work is Monday through Friday excluding KCDC holidays. KCDC reserves the right to request Saturday/Sunday service if needed.

4. **ON REQUEST SERVICES**

- a. "Set Outs"

On occasion KCDC will have to evict tenants. After their eviction notice expires, another contracted vendor will remove the belongings of the tenants. The belongings will be set on the nearest public street. Forty-eight hours later KCDC may call upon the firm awarded this contract to pick-up and legally dispose of any belongings remaining on the public street. Vendor will complete such pickups within four hours of notification.

- b. "Vacant Apartments"

On occasion KCDC will find that apartment tenants have vacated the unit without informing KCDC. Sometimes bulky items remain in the apartment. KCDC will then contact the vendor in order to have those items taken the appropriate landfill.



c. "Maintenance Shop Pickups"

On occasion KCDC will request that the vendor stop by its maintenance shop complex for a pickup. These will be items removed from yards, porches, et cetera that KCDC has moved to its shop or fenced in areas.

Occasionally the vendor may be directed to take old appliances (such as refrigerators or ranges) from sites to a recycling/scrap metal facility and return the check to KCDC for processing. The will quote a price for this optional service as it is not part of the routine service.

5. **PERMITS AND FEES**

The vendor shall obtain all the necessary permits and pay all permit fees that are required by federal, state, and local jurisdictions. KCDC will reimburse the actual cost of permits and fees.

6. **PRECAUTIONS**

Furniture may have bedbugs, cockroaches, et cetera. Set outs may have dangerous or sharp instruments that need appropriate handling and disposal methods. Employees must have the required personal protection equipment.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED



Bulky Debris Pickup and Disposal Services (as needed) Q1700
Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow →

Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" 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 →

Vendor's e-mail address (Please Print Clearly) →

Addenda

Addenda are at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a quote.

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

Cooperative Purchasing by Other Governmental Entities

Will you extend your pricing and terms to other governments if they desire to use the award?

Yes No

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

Section 3

Small Business

Woman Owned



Bulky Debris Pickup and Disposal Services (as needed) Q1700
Solicitation Document B Costs

Vendor: _____

Pricing (inclusive of all labor, materials, overhead, profit, administration and all other fees)	
Daily Service for the pickup of bulky waste left around dumpsters	\$ _____ per man-hour
Removal of "Set Out" bulky waste (as needed)	\$ _____ per man-hour
Removal of apartment contents (as needed)	\$ _____ per man-hour
Pick up from the maintenance office complex (as needed)	\$ _____ per man-hour
Landfill Fees (if any)	\$ _____ per ton
Cost per hour to pickup/deliver appliances to recycling/scrap metal centers	\$ _____ per man hour
Please specify any other charges and the nature of the charge (per hour, per event, et cetera)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Do not change this pricing format. If you have suggestions for improving this structure, email purchasinginfo@kcdc.org and suggest them. If accepted, KCDC will issue an addendum changing them.



Vendor: _____

Provide this information so that KCDC can determine your capacity to perform the required work.

1 EXPERIENCE:

Years in business	_____	
Years in business under this name	_____	
Percentage (%) of work usually self-performed (not sub contracted)	_____	
Has your firm:		
Failed to complete a contract?	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against firm?	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?	_____	

2. SAFETY:

Have you had any OSHA fines within the last three (3) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.	

3. PERSONNEL, EQUIPMENT & MATERIALS:

How many total employees does your company employ?	_____	
Area	Fulltime	Part Time
Clerical	_____	_____
Management	_____	_____
Laborers	_____	_____
Number of Employees Expected to be Assigned by KCDC	_____	_____
Number of Service Trucks	_____	_____
Is equipment available to pickup debris (grapping arm, other)?		

4. WORK PLAN

Planned daily start time/end time	
Proposed landfill and/or other depositories	

Vendor: _____

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 vendor 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 firm 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 vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor 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 vendor 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. Vendor 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 collusive or sham offer.

9. Iran Divestment Act:

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor 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 vendor is not on the list created pursuant to § 12-12-106.

Non-Collusion:

- 10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

- 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Vendor: _____

Certifications and Representations of Offerors
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



(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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
