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**Invitation for Quotes**

<b>Solicitation Name</b>	<b>Industrial Supplies</b>
<b>Solicitation Number</b>	Q1922
<b>Due Date</b>	May 21, 2019
<b>Due Time</b>	11:00 a.m. EST
<b>Deliver Responses to:</b>	<p>Knoxville's Community Development Corporation          Procurement Division          901 N. Broadway          Knoxville, TN 37917</p> <p>The Procurement Building is behind the Main Office building.</p> 
<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>	KCDC will not accept questions via telephone. Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> by 4:00 p.m. on May 16, 2019.
<b>Award Results</b>	KCDC posts a summary of the quotes received and the award decision to its web page to <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage 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; 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.
- b. KCDC performs many maintenance functions at its properties. KCDC intends to use the award resulting from this solicitation to purchase miscellaneous industrial supplies on an as needed basis. As such needs arise, the site manager will contact the successful supplier to request supplies.
- c. Any agreement resulting from this solicitation will be an "open-end" type of agreement. There is no guarantee that any specified or minimum level of services will be required by KCDC or provided by the supplier.
- 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.
- e. To develop a good working relationship with the successful supplier, it is imperative that KCDC's account be handled efficiently and professionally. KCDC should be assigned 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 successful supplier shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC so as to avoid any interruption of service.

### 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. **Contact Personnel**

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.

4. **Contact Policy**

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

5. **Delivery**

- a. Delivery will be to specified locations within Knox County, Tennessee. Please see Solicitation Document E - KCDC Site Addresses.
- b. Deliveries are accepted (approximately - may depend upon the site) between 7:30 a.m. and 3:30 p.m. each business day.
- c. Deliveries will not incur additional cost to KCDC.
- d. KCDC may or may not ask for delivery.

6. **Evaluation**

KCDC will evaluate this solicitation and award 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 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.

7. **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."

8. **Invoicing/Ordering**

- 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. 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.

The supplier will pay 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.

d. KCDC pays by electronic transfer (ACH) only. Supplier's accounts receivable staff must use KCDC's portal to ascertain 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.

e. Since KCDC is the managing partner for four 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
- With KCDC's permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
- Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista.

f. Invoices must:

1. Be numbered
2. List a date on them that is after the work is completed or goods delivered
3. List the purchase order number
4. Breakdown pricing according to the award structure

g. KCDC requires that invoices be submitted via email.

9. **Length of Award**

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

10. **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. KCDC will decide whether to accept a price increase. If the price increase is accepted, the award file will be so noted. If the price increase is not accepted, the supplier may:

1. Continue with the existing pricing.
  2. Suggest an alternative price increase.
  3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

11. **Questions**

Send direct questions pertaining to this document to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org) with "Industrial Supplies" in the subject line, at least five business days prior to the due date. KCDC does not accept questions via telephone.

12. **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 to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

13. **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.

**This and the Previous Pages Do Not Need to be Returned**

**Industrial Supplies Q1922  
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 response.

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> (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons )	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 contract 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 <input type="checkbox"/> No <input type="checkbox"/>
Mastercard is accepted for payment with a fee of _____. Yes <input type="checkbox"/> No <input type="checkbox"/>

**Industrial Supplies Q1922**

**Solicitation Document B Cost**

**Part I Specific Items and Cost**

The brand name items below are offered to assist in the description of the product only. Products offered must be equal to the products listed. KCDC is the sole judge as to product equivalency.

<b>Momar Brand Name</b>	<b>Description</b>	<b>Brand/Model Offered</b>	<b>Cost</b>	<b>Unit of Measurement</b>
ASAP	Solvent Cleaner		\$	
Burgess Thermo Fogger	Water or Oil Based Sprayer/Fogger		\$	
Coil & Filter	Coil and Filter Cleaner		\$	
Crack Sealer	Crack Sealant		\$	
Edger	Turf and Water Weed Killer		\$	
Great Grape	Floating Degreaser and Solvent		\$	
Gym Floor Clean	Wood Floor Cleaner		\$	
Hammer	Floor Cleaner, Buffing Agent		\$	
Hit	Tile and Grout Cleaner, Mildew Remover		\$	
Insta-Patch	Concrete Patch		\$	
Lucent RTU	Glass Cleaner		\$	
Magnet RTU	Dusting Cleaner		\$	
Muriatic Acid	Concrete, Cement, Remover, Rust		\$	
Neutra-Dis	Disinfectant, Cleaner, Deodorizer		\$	
No Mow II Gallons	Non Selective Weed Killer		\$	
Odo-Way	Deodorizing Granules		\$	
One Step Gallons	Weed Killer		\$	
Plug Buster	Heavy Duty Drain Opener		\$	
Purge	Insecticide for Smart Spray Dispenser		\$	
Red Fantastic	Butyl-Based Cleaner Degreaser		\$	
Safe Grit Non Skid	Rubberized Enamel Coating		\$	
SLR	Scale, Lime and Rust Remover		\$	
Smart Spray	Deodorizers		\$	

<b>Momar Brand Name</b>	<b>Description</b>	<b>Brand/Model Offered</b>	<b>Cost</b>	<b>Unit of Measurement</b>
Smart Spray Dispenser	Dispenser		\$	
SS Plus	Metal Cleaner/Polisher		\$	
Stallion	Black Rubber Coating		\$	
Tough as Nails	Floor Coating		\$	
Tuffy	Foaming Stripper		\$	
Vigor	Peroxide Fortified Cleaner/Degreaser		\$	
Vandal Mark Remover	Graffiti Remover		\$	
WeatherMaster	Caulk		\$	
Zyme-Attack	Cleaner/Deodorizer		\$	

**Part II Discount Pricing**

This section is intended to allow for the purchase of additional, non-specified items priced at the catalog/shelf/jobber's cost. The cost is specified by the supplier, minus the discount rate offered. While prices may fluctuate from time-to-time, the discount will remain the same as quoted below.

<b>Discount Category</b>	<b>Percentage Offered (0 is acceptable)</b>	<b>Discount Base Catalog, Shelf, Jobber's</b>
<b>Base Discount Offered</b>	%	
<b>Other Discount</b>	%	

Supplier: \_\_\_\_\_

**Conflict of Interest:**

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

**Drug Free Workplace Requirements:**

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

**Eligibility:**

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

**General:**

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

**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**

**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)*

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

*(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:*

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

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

*(Signature and Date)* \_\_\_\_\_

*(Typed or Printed Name)* \_\_\_\_\_

*(Title)* \_\_\_\_\_

*(Company Name)* \_\_\_\_\_

*(Company Address)* \_\_\_\_\_



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**Industrial Supplies Q1922**

**Solicitation Document E Site Manager's Contact Information**

<b>Property</b>	<b>Address</b>	<b>Manager</b>	<b>Contact Points</b>
Austin Homes	957 East Hill Avenue	Darrell Lindsey	<a href="mailto:dlindsey@kcdc.org">dlindsey@kcdc.org</a> 403-1300
Autumn Landing	6331 Pleasant Ridge Road	James Pruitt	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a> 403-1422
Cagle Terrace	515 Renford Drive	Manager: Rhonda Harris Maintenance: Larry Medley	<a href="mailto:rharris@kcdc.org">rharris@kcdc.org</a> 403-1310 <a href="mailto:lmedley@kcdc.org">lmedley@kcdc.org</a>
Five Points Properties	Office at 381 McConnell	Kim Clark	<a href="mailto:kclark@kcdc.org">kclark@kcdc.org</a> 403-1390
Isabella Towers	1515 Isabella Circle	Manager: Sam Chambers Maintenance: Mark Meade	<a href="mailto:schambers@kcdc.org">schambers@kcdc.org</a> 403-1340 <a href="mailto:mmeade@kcdc.org">mmeade@kcdc.org</a>
Lonsdale Homes	2020 Minnesota Avenue	Darlene Farmer	<a href="mailto:dfarmer@kcdc.org">dfarmer@kcdc.org</a> 403-1350
Love Towers	1171 Armstrong Avenue	Steve Ellis	<a href="mailto:Sellis@kcdc.org">Sellis@kcdc.org</a> 403-1360
Mechanicsville	Office at 2020 Minnesota Avenue	Darlene Farmer	<a href="mailto:dfarmer@kcdc.org">dfarmer@kcdc.org</a> 403-1350
Montgomery Village	4530 Joe Lewis Road	Linda Jeter	<a href="mailto:ljeter@kcdc.org">ljeter@kcdc.org</a> 403-1380
Nature's Cove	2639 Bakertown Road	Manager: James Pruitt Maintenance: Johnny Booker	<a href="mailto:jpruitt@kcdc.org">jpruitt@kcdc.org</a> 403-1422 <a href="mailto:jbooker@kcdc.org">jbooker@kcdc.org</a>
North Ridge Crossing	712 Breda Drive	Adronicus Thomas	<a href="mailto:athomas@kcdc.org">athomas@kcdc.org</a> 403-1320
Northgate Terrace	4301 Whittle Springs Road	Manager: Terri Evans Maintenance: Rodney Yardley	<a href="mailto:tevans@kcdc.org">tevans@kcdc.org</a> 403-1400 <a href="mailto:ryardley@kcdc.org">ryardley@kcdc.org</a>
Passport Properties/Residences	Office at 381 McConnell	Kim Clark	<a href="mailto:kclark@kcdc.org">kclark@kcdc.org</a> 403-1390
Supportive Maintenance	1130 Cornelia Street	Jack Canada	<a href="mailto:jcanada@kcdc.org">jcanada@kcdc.org</a> 403-1371
Valley Oaks	3504 Oak Branch Circle	Adronicus Thomas	<a href="mailto:athomas@kcdc.org">athomas@kcdc.org</a> 403-1320
Verandas	107 Flenniken Avenue	Linda Jeter	<a href="mailto:ljeter@kcdc.org">ljeter@kcdc.org</a> 403-1380
Vista	957 East Hill Avenue	Darrell Lindsey	<a href="mailto:dlindsey@kcdc.org">dlindsey@kcdc.org</a> 403-1300
Western Heights	1621 Jourolmon Avenue	Manager: Kristie Toby Maintenance: Bryan Coffee	<a href="mailto:ktoby@kcdc.org">ktoby@kcdc.org</a> 403-1420 <a href="mailto:bcoffey@kcdc.org">bcoffey@kcdc.org</a>