



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699  
865.403.1133 • Fax 865.594.8858  
800.848.0298 (Tennessee Relay Center)  
Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)  
<http://www.kcdc.org/en/DoingBusiness.aspx>

**Requests for Quotes**

**LED Address Light Replacement Services at Western Heights**

**Due Date:** 2:00 p.m. (Eastern Standard Time) on October 31, 2014

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

**Pre-Quote Meeting:** None-submit questions as detailed in paragraph 11.

**Quote Number:** Q1511

**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 the award decision to its web page at:  
<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

## General Information for Vendors

### 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 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed quotes. KCDC could simply contact three vendors, obtain bids and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed quote and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. One of KCDC's properties, Western Heights, with its office at 1621 Jourolmon Avenue, in Knoxville, Tennessee needs approximately 810 new LED upgrade kits and lights installed inside the existing Address-O-Lites at the 440 apartments within the complex.
- d. The vendor will use the Address-o-Lite complete LED upgrade kit with the 7-watt bulb or equal from [www.address-o-lite.com](http://www.address-o-lite.com) or Del-Mar Lighting.
- e. The vendor will clean the inside of the lens on the existing light fixture before putting it back up. Once the fixture is re-installed, the vendor will clean the lens exterior.
- f. Once installed, the vendor will test the lights by placing tape over the photocell lens. If the unit does not work, the vendor will determine why and repair it. Once the unit is operable, the vendor will remove the tape.

### 2. **CODES AND ORDINANCES**

All work covered by the award is to be done in full accord with national, state and local codes, ordinances, and orders that are in effect at the time the work is performed. The successful vendor will adhere to all requirements of the local building department and fire jurisdiction.

### 3. **EVALUTION:**

KCDC will arrive at the "lowest and best" solution for the final award. Lowest and best will include an examination of the vendor's proposed cost, history, experience and staffing. KCDC may or may not entail simply awarding to the vendor quoting the lowest cost.

- a. 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.
- b. KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

4. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. These instructions are at [www.kcdc.org](http://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." The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

5. **IDENTIFICATION**

The vendor's employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

6. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

- 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 award or be no less than \$2,000,000. The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".
- 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. **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.

7. **INVOICING/ORDERING**

- a. KCDC's software system will email the purchase order to the vendor.
- b. Invoices must:
  - 1. Be numbered.
  - 2. Have an issuance date (this date is after the work is completed or goods delivered).

3. Show the purchase order number.
  4. Breakdown pricing according to the quote structure.
  5. Be suitable for scanning since KCDC does not maintain paper records.
- c. Within 90 days of the delivery date of the goods or services to KCDC, the vendor must submit an invoice. If the invoice is not provided within 90 days, KCDC has the right to reject such invoices.
- d. Work is not to be performed until a purchase order is in place. Performing work without a purchase order in place may jeopardize your award.

8. **LICENSING**

In addition to any City or County licenses that may be required, all vendors must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The vendor must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors. An envelope coversheet is provided at the end of this document for your convenience in providing this information.

The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work. However, KCDC will abide by any opinions or rulings that the State Contractor Licensing Board issues irrespective of this initial ruling. Any subsequent ruling by the State Licensing Board automatically revises these specifications irrespective of the timing of the change.

- BC
- BC-A
- BC-B (Commercial)
- BC-b (sm)
- CE
- S (Low Voltage)
- S (Installation of Fixtures)

9. **PERMITS**

The vendor shall obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits in regard to completed work.

10. **QUESTIONS**

Submit questions pertaining to this document via email with "Questions about Light Fixture Services" in the subject line, at least five days prior to the due date to [purchasing@KCDC.org](mailto:purchasing@KCDC.org).

12. **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.

- a. 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 efforts to meet this requirement.
- b. 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.
- c. 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. Subcontracts at least 25% of the project’s dollars to a Section 3 business.

13. **WAGE COMPLIANCE**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work.

- a. This work is federally funded and “prevailing wage” requirements apply. The successful vendor is required to submit certified payroll forms to document wages paid. These forms must accompany the invoice and be approved before payment is authorized.
- b. KCDC personnel may conduct on-site interviews of the vendor’s employees to ascertain that the vendor is following Davis Bacon provisions. KCDC will use HUD forms and record the information.
- c. The minimum wage rates vary by the type of work being performed-not job titles assigned to your 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 Purchasing Division.
- d. These requirements apply to all subcontractors used by the successful vendor.
- e. The approved rates for this work are:

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

The classifications likely to be used are in italics. However if others are needed, they must be paid at the appropriate rate.

14. **WORK HOURS**











Acceptable work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. However, additional hours may be available at some sites. The successful vendor(s) will address this with the site managers as necessary.

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

**LED Address Light Replacement Services at Western Heights Q1511**

**Solicitation Document A      General Response and Cost Section**

**General Information about the Vendor**

Sign Your Name to the Right of the Arrow 	
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 posted at [www.kcdc.org](http://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 <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"/>
-------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------

**Statistical Information**

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
--	--------------------------------	--------------------------------------	-----------------------------------	---	--------------------------------

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

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
------------------------------------	---	--------------------------------------

**Cost**

Total Project Cost	\$
<b>Options</b>	
Cost to replace damaged light fixtures (Including the new fixture)	\$      Each

**LED Address Light Replacement Services at Western Heights Q1511**

**Solicitation Document B      Affidavits**

The undersigned agrees with the following conditions.

**NON-COLLUSION AFFIDAVIT**

1. Vendor fully understands the preparation and contents of the attached offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interested, 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 contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract 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 contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are 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.

**AFFIDAVIT OF ELIGIBILITY**

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. 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 responder.

**CONFLICTS OF INTEREST CERTIFICATION**







No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such conflicts arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. 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.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

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

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



**LED Address Light Replacement Services at Western Heights Q1511**

**Solicitation Document C HUD Form 5369A**

**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)

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

Quote/Contract Name/Number	LED Address Light Replacement Services at Western Heights Q1511
Quote Due Date/Time	10-31-14 at 2:00 p.m.

Bidder's/Firm's Name	
State of Tennessee Contractor's License Holder Name	
State of Tennessee Contractor's License Number (matching the name above)	
State of Tennessee Contractor's License Classification Code Pertaining to this quote	
State of Tennessee Contractor's License Expiration Date	

<b>Subcontractors to be used on this project</b> (If subcontract work is not required, write, "none required". If under \$25,000, put "Not Applicable").			
Electrical Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
HVAC Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Masonry Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Plumbing Subcontractor Name on the State of Tennessee's Contractor's License		State of Tennessee Contractor License Number	
State of Tennessee Contractor License Classification(s)		Expiration Date of State Contractor's License	
Geothermal Subcontractor Name on the License issued by the Department of Environment & Conservation		Department of Environment & Conservation Contractor License Number	
Department of Environment & Conservation License Classification		Expiration Date of Department of Environment & Conservation License	

**Advisement:** Notes written on the envelope changing the quote will not be considered. Such notes must be inside the envelope.