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**Request for Proposals**

<b>Solicitation Name</b>	Temporary Employment Services – Administrative Workers
<b>Solicitation Number</b>	Q2004
<b>Responses Must Arrive No Later Than</b> (As KCDC's clocks indicate)	11:00 a.m. on Thursday, September 5, 2019
<b>Deliver Responses to:</b>	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  <b>Procurement is located behind the main office building.</b>
<b>Electronic Copies</b>	Electronic copies are available on KCDC's webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>Responses may be Emailed to KCDC</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Printed Responses Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
<b>Solicitation Meeting Date</b>	Not applicable
<b>Solicitation Meeting Time</b>	Not applicable
<b>Solicitation Meeting Location</b>	Not applicable
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> <b>KCDC will not accept questions via telephone.</b>
<b>Award Results</b>	KCDC posts both a summary of the quotes received and the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.

**Check KCDC's webpage for addenda and changes before submitting your response**



## General Information

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

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC has a regular employee base of approximately 130 persons. From time to time, KCDC requires temporary workers to perform additional or supplemental clerical, labor and other functions.
- c. The intent of this solicitation is to obtain fixed price proposals from suppliers to provide temporary employment services for various KCDC departments and divisions on an as needed basis.

### 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 Policy**

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

### 4. **Evaluation**

KCDC will evaluate this proposal as detailed below. 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 contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

- a. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests.
- b. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.

<b>Factors</b>	<b>Maximum Points</b>
Adequacy and Availability for Temporary Staff Placements	30
Cost	30
Credentials/Business Qualifications	30
Related Experience	10
Total	100

- c. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each supplier on the shortlist.
- d. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.
- e. The selection of a supplier is subject to the approval of any tax credit partners KCDC may have.

5. **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.”

6. **Insurance**

The supplier agrees to maintain at its sole expense on a primary and non-contributory basis during the term of this agreement insurance coverages and limits in accordance with the supplier’s standard business practices and acceptable to KCDC. Winning proposer shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.

7. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices to the temporary worker’s location supervisor with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.

- c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Vendor Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC's Vendor Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether or not to submit a response to this solicitation.
- d. The purchase of goods and services for use by KCDC owned properties are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices for its tax exempt properties; however, certain properties are not exempt from taxation and their invoices should include applicable taxes. These are: Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- e. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
  - Bill each assigned worksite separately for work performed
  - Email invoices to reporting Supervisor at each site
- f. Invoices must:
  - Be numbered
  - List workweek dates being billed
  - Be distributed after the workweek is complete and hours are approved by reporting supervisor
  - List the purchase order number
  - Breakdown pricing according to the award structure

8. **Length of Award**

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

9. **Price Structure**

- a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of increased Producer Price Index (Knoxville) to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation 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.

10. **Questions**

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

11. **Submittal Instructions**

Submit your information in the order indicated below:

<b>Document Number</b>	<b>Title</b>	<b>Form Provided by</b>
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Supplier’s Experience & Qualifications	Supplier
Solicitation Document E	Supplier’s Adequacy & Availability of Temporary Staffing Placements	Supplier
Solicitation Document F	Supplier’s References	Supplier
Solicitation Document G	Supplier’s Cost Proposal	Supplier

- a. Do not use phrases such as “See the attached” or “Will be provided upon award.”
- b. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples, binder clips and three ring binders.

**Scope of Work**

1. **General**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

2. **Absences, Dismissals and Lack of Qualifications**

- a. Supplier shall provide a properly qualified temporary worker as soon as possible for any temporary worker who has reported absent at the beginning of the shift, if desired by KCDC.
- b. If KCDC determines the temporary worker does not meet the qualifications of the position description placed, KCDC reserves the right to negotiate a lesser rate and/or discontinue the temporary assignment.
- c. KCDC reserves the right to refuse/dismiss any temporary worker at any time with or without notice.

3. **Assignments**

- a. The supplier shall not solicit KCDC employees to hire temporary workers or review temporary workers information unless it was first requested by KCDC HR Staff or KCDC hiring supervisor. The

supplier may send limited marketing emails to KCDC's Human Resource Department, not hiring supervisors.

- b. All temporary workers shall be on site at the time requested in proper attire for the work assignment. If temporary workers do not report to work on time or in appropriate attire, as detailed in Item 8, KCDC reserves the right to request different temporary workers or to cancel the placement.

#### 4. **Background and Screening Services**

- a. Prior to being placed with KCDC, all temporary workers shall undergo a background screening provided by the supplier. The screening includes eligibility to work in the United States and verification of their work history and criminal background check. Temporary workers also must undergo a 10 panel urine drug test and breath alcohol testing.
- b. The supplier must notify KCDC of any confirmed felony convictions (within 10 years) associated with the temporary worker prior to providing temporary leased workers.
- c. The supplier shall supply KCDC's Human Resources Department with the full name of the temporary worker and a brief work history prior to placement for internal review.

#### 5. **Communication Skills**

Unless otherwise requested, all temporary workers must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description.

#### 6. **Confidentiality**

The supplier acknowledges and understands that its workers may have access to proprietary, business information or other confidential information belonging to KCDC. Therefore, except as required by law, the supplier agrees that its workers will not:

- a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this solicitation.
- b. Access or attempt to access information beyond their stated authorization.
- c. Disclose to any other person or allow any other person access to any information related to KCDC or any of its facilities or any other user of this solicitation that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- d. The supplier understands that KCDC, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that KCDC may seek legal remedies available to it should such disclosure occur. Further, the supplier understands that violations of this provision may result in award termination.

- e. The supplier further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this solicitation, and will not be divulged without KCDC's written consent and then only in strict accordance with prevailing laws. The supplier shall hold all information provided by the supplier as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

7. **Courtesy and Cordiality towards All Others**

Temporary workers shall be respectful of all people with whom they interact, including KCDC employees and customers. KCDC reserves the right to reject any temporary workers that do not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

8. **Dress Codes**

Dress for all temporary workers will be appropriate for the work assignment.

- a. Business Casual Attire is appropriate for clerical workers. Business casual means clothes that are professional and comfortable, including but not limited to dress slacks, khaki pants, polo shirts with a collar, sport coats, blouses and sweaters.
- b. The clothes will be neat, clean and without holes.
- c. Refusal to wear KCDC provided personal protective equipment (PPE) will result in temporary workers being dismissed or refused.

9. **Driver's Licenses**

Certain positions may require valid Driver's Licenses.

10. **Drug Testing**

All temporary workers must have passed a recent 10 panel drug and breath alcohol screening (within one year of placement at KCDC). The supplier will pay for these tests.

11. **DMV Check**

If driving is a requirement of a position, KCDC will require a Department of Motor Vehicle check before the temporary worker begins work. The cost of this service shall be incurred by the supplier. A copy of the DMV report may be requested by KCDC.

12. **Employed by the Supplier**

The supplier shall employ all temporary workers. The supplier shall be responsible for all payroll taxes, worker's compensation, insurance and other federal and state requirements for temporary workers. KCDC is not the employer.

13. **FSLA**

KCDC will not be considered a joint employer of the supplier's temporary workers under this contract. Furthermore, KCDC will not be liable for violations of the Fair Labor Standards Act (FLSA). Specifically, the supplier shall:

- a. Determine the FLSA status (exempt or non-exempt) status of their employees.
- b. Keep track of the total hours its workers actually work, for all employers, in each workweek.
- c. Compute and pay its worker's wages, including overtime and benefits.
- d. Maintain FLSA required records for its workers.

14. **Independent Status**

The parties to this solicitation are independent suppliers and none of the provisions of this solicitation and award shall be interpreted or deemed to create any relationship between such parties other than that of independent suppliers. Nothing contained in this award shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or co-venture between KCDC and the supplier, between KCDC and any employee of the supplier, or between the supplier and any KCDC employee. KCDC shall have no right to control or direct the details, manner or means by which the supplier performs the services or other requirements of this contract except to require compliance with such requirements, and the supplier, similarly, shall have no control over or management authority with respect to KCDC or its operations.

15. **Interviews**

Depending on the length or type of assignment, resumes and interviews may be requested. KCDC reserves the right to reject any temporary workers for any reason.

16. **Job Placement Assurance**

- a. The supplier shall provide the appropriate contact person, phone numbers and email address, which KCDC can call to make requests.
- b. The supplier shall assure a suitable placement to a job order within a reasonable amount of time.

17. **No Trespass List**

KCDC maintains a No Trespass List. All temporary workers must be verified by KCDC's Human Resources Department not to be on the No Trespass List prior to reporting to worksite.

18. **Refusal**

KCDC has the right at any time to refuse or determine unacceptable, any temporary workers assigned by the supplier. Once refused, temporary workers shall be immediately removed and prompt arrangements made for a suitable replacement.

19. **Removal of Supplier's Workers**

Supplier agrees to utilize only experienced responsible and capable temporary workers in the performance of the work. KCDC may require the supplier to remove from the job covered by this solicitation, workers who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of KCDC.

20. **Time Cards**

The supplier shall provide all temporary workers with time cards or other appropriate timekeeping methods. Hours worked will be approved, on a daily or weekly basis, by a KCDC supervisor prior to being billed. KCDC will pay only for actual hours worked at the designated KCDC location. KCDC will not pay other expenses or allowances unless so indicated in the proposal and approved by KCDC. Temporary workers shall be trained on the supplier's process of timekeeping.

Each proposal shall include an example and/or template of timekeeping methods for KCDC's review and approval.

21. **Transportation**

It is the temporary worker's responsibility to provide transportation to and from the required locations.

22. **Security**

If a temporary worker is assigned any access keys, fobs, badges or other tangible items during the assignment, those must be returned or the temporary agency must reimburse KCDC for the expense of the replacement items.

22. **Supplier Responsibilities**

The supplier will:

- a. Provide competent workers with the qualifications specified for each job assignment.
- b. Provide replacement workers within a timely fashion after notification when KCDC determines a temporary worker is not acceptable. KCDC reserves the right to reject or to have replaced any temporary workers judged deficient by the ordering department/division.
- c. Ensure that temporary workers assigned are in good health, proper physical condition and free from the influence of altering drugs, medicine, alcohol, et cetera.
- d. Ensure that all temporary workers can fulfill the physical requirements of the job. This includes but is not limited to lifting requirements.
- e. Ensure all temporary workers report to work at the specified facility at the scheduled time and in the proper attire.
- f. Understand that each temporary worker shall receive one thirty minute break per six-hour shift in accordance with Tennessee state regulations. This is unpaid and the supervisor determines the timing of the break. A one-hour unpaid lunch may be requested but its granting is not guaranteed.
- g. Understand that once assigned, the temporary workers shall complete the full assignment unless KCDC releases the temporary worker.
- h. Understand that assigned temporary workers will work the requested daily work hours for the time periods specified.

- i. Understand that the “Hourly Rate Billed to KCDC” will be straight time up to forty hours. The straight time rate shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime). The temporary worker must get permission from KCDC staff prior to working more than 40 hours in a single workweek.
- j. Understand that KCDC will not pay for holiday hours or for hours that the company or specific work location closes due to inclement weather, companywide meetings or any other reason.
- k. Understand the supplier is solely responsible for the provision of and payment for all workers compensation claims. KCDC does not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary worker may file. Such claims shall be the sole responsibility of the supplier.
- l. Acquaintances, family members, assistants or any person will not accompany workers in their work area.

23. **Work Hours**

Generally, KCDC employees work Monday through Friday from 7:30 a.m. until 4:00 p.m. There are occasional variances in this schedule. Workhours will be confirmed at placement, but are subject to change as business needs require during assignment. Temporary workers will be notified in advance of any changes in work hours.

**THIS AND THE PREVIOUS NEED NOT BE RETURNED**

**Temporary Employment Services – Administrative Workers Q2004  
Solicitation Document A General Response Section**

**General Information about the Supplier**

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

**Addenda**

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

Acknowledge addenda have been issued by checking below as appropriate:

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

<b>This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>This business qualifies as a small business by the State of Tennessee</b> <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>This business qualifies as Section 3 business (as defined by HUD):</b> It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub 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"/>

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

**Conflict of Interest:**

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

**Drug Free Workplace Requirements:**

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

**Eligibility:**

6. The supplier is eligible for employment on public 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.

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
  
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Accuracy of Electronic Copies:**

12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

**No Contact/No Advocacy Affidavit:**

13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
  
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

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

**Representations, Certifications, and Other Statements of Bidders**

**Public and Indian Housing Programs**

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law, and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

*[insert*

*full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) ● in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

*(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.*

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

*(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and*

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

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

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

**3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document C HUD Form 5369A - Continued**

(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)

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document D Supplier’s Experience and Qualifications**

Provide a brief narrative description of the organization submitting the proposal. Include as part of the description:

- Brief overview of company’s operations
- Brief description of company’s ability to meet or exceed the requirements detailed herein
- Organization size
- Years in business
- Legal Status (corporation or partnership, et cetera)
- Provide a sample timesheet or access to a web portal for review
- Describe your company’s client follow-through process for finding a worker and follow through during the worker’s assignment
- Describe your company’s methods for solving particularly challenging staffing assignments/emergency requests
- Describe how you prepare your workers for their assignments
- What training opportunities do you offer to workers; note if training is required or not required. Specifically note the following:
  - Confidentiality
  - Driver Safety
  - Drug Free Workplace
  - Harassment Prevention
  - OSHA Hazard Communications Standard Training
  - Safety
- Describe any programs in place to reward and retain workers
- Describe your customer satisfaction feedback mechanisms
- Describe your processes for evaluating the performance of your workers

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document E Supplier’s Adequacy & Availability of Temporary Staffing Placements**

Use this section to detail your company’s adequacy and availability of temporary staffing placements. Be specific and be detailed. Use as many pages as necessary to help KCDC fully understand how you plan to service our needs.

1. Adequacy and availability of temporary worker placements:
  - a. Describe the process by which you select and provide temporary workers to KCDC once a request is received.
  - b. Does your company have a database of temporary workers from which requests are filled?
  - c. Describe the screening and testing process of temporary workers before assigning them to a position.
  - d. Describe your company’s method/process to fill requests as quickly as possible.
  - e. What is your company’s average placement time (list by position)?
2. Include other information that the supplier wishes to provide to assist KCDC in the evaluation.
3. Describe your company’s methods of sourcing, recruiting and assessing temporary workers by job class (i.e. clerical/administrative, technical, professional).
4. What methods do you use to establish local wage levels and how often are these levels reevaluated?
5. Describe your company’s pre-employment requirements, including driver license verification, drug screening and background checks and the frequency of each.
6. Describe the benefits you offer temporary workers.
7. Describe the cost structure associated with the temporary workers to hire process. Note by position, if different. Can structure change as part of long term contract?

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document F References**

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

The proposal must include at least **three** specific references of similar accounts. While you may have had numerous separate contracts with a particular company, a company can only be one reference.

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Type of positions placed for this client	
Identify any contract issues and describe how they were resolved	
Approximate number of placements within an average 12 month period	

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Type of positions placed for this client	
Identify any contract issues and describe how they were resolved	
Approximate number of placements within an average 12 month period	

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document F References – Continued**

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

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Type of positions placed for this client	
Identify any contract issues and describe how they were resolved	
Approximate number of placements within an average 12 month period	

**Temporary Employment Services – Administrative Workers Q2004**  
**Solicitation Document G Cost**

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

Position	Hourly Pay Rate	Markup %	Hourly Billing Rate
Accountant	\$	%	\$
Accounting Technician	\$	%	\$
Administrative Assistant	\$	%	\$
Receptionist	\$	%	\$
Other Positions – Include Description			
Position	Hourly Pay Rate	Markup %	Hourly Billing Rate
Other:	\$	%	\$
Other:	\$	%	\$
Other:	\$	%	\$