



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1107 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/modules/vendor/business.aspx>

Requests for Quotes

Installation of Flooring at Passport Homes & Residences

Due Date: March 31, 2014

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

Due Time: By 11:00 a.m. (as shown by KCDC's clock)

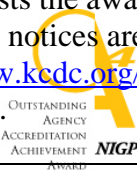
Quote Number: Q1430

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

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

Site Tour: March 21 at 8:30 a.m. at 1500 University Avenue.

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.



General Instructions to 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 3,800 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 bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. KCDC owns the Passport Homes and Passport Residences (duplexes) in Knoxville, Tennessee and desires that a vendor replace the existing carpet with LVT tile as detailed below. The successful vendor will supply all labor and materials to complete this work. The final number of units to have new flooring will not be known until prices are received but KCDC anticipates doing five units this budget year (now) and perhaps the same next budget year (starting in January). KCDC anticipates having the same vendor, if so desired, do both sets of units at the same price. These units are one, two and three-story buildings. The substrates are OSB on joists and the units have crawl space.

The vendor will take up the carpet and put flooring down in the living room, dining room, bedrooms, hallways and closets. The successful vendor will also take up carpet from stairs and replace, cap and band method, with a wearable carpet.

d. **Flooring to be Used:**

LVT tile to be equal to Shaw, New Market Plank Plus Style 0146V in the color 240 Salana Beach. KCDC has also approved the Moduleo Vision tile by IVC. The tile will have a 12-mil wear layer and a seven-year warranty.

Carpet is to be equal to Shaw Stylish Loop Style TV116 30 ounce (minimum) in the color of Antique Bronze, or color to be chosen off of a standard color chart. The padding on the treads is to be ¼ 8-pound felt.

KCDC will consider equivalent items but approval must be requested in advance. Submit details of proposed items to purchasing@kcdc.org. KCDC reserves the right to require physical samples. Once items are approved as equivalents, KCDC will post the information to its webpage for all interested vendors.

The successful vendor will supply five boxes of the tile for KCDC usage for future repairs.

e. General Details:

The successful vendor will:

1. Move furniture as needed.
2. Remove and properly dispose of all existing carpet and padding in the units.
3. Clean, sweep and vacuum the floor area.
4. Prep the floor so that it is ready to receive the new tile.
5. Remove transition strips at kitchen and bath door areas.
6. Install underlayment to the entire area to be tiled as per floor covering manufacturer's recommendation. The underlayment is to be as specified by the manufacturer but laying the tile directly on the OSB is not permissible.
7. Install LVT tile as per manufacturer recommendation.
8. Install new transition strips at the kitchen and bath door areas.
9. Install new shoe mold around the perimeter of all rooms (the color is to match the floor color or the wall color).
10. Ensure that the floor is clean and return the furniture to its original position.
11. The existing bathroom and kitchen floors remain.

f. Labor:

All work is to be performed by craftsman skilled in their trades. Units are to be cleaned up each day. Vendor will remove paper, scrap material and construction debris daily.

g. Locations:

The locations listed below are listed in KCDC's priority for replacement. KCDC anticipates getting the first five units done now. The additional units will either be done this year (depending upon the costs offered) or the next budget year as noted elsewhere herein.

| Address | Number of Bedrooms | Number of Stories |
|------------------------|---------------------------|--------------------------|
| 1601 Dora Street | 3 | 2 |
| 700 College Street | 3 | 2 |
| 1500 University Avenue | 3 | 1 |
| 1625 Dora Street | 3 | 1 |
| 1401 Moses Avenue | 4 | 3 |
| 1626 Dunbar St. | 3 | 1 |
| 1330 University Avenue | 3 | 1 |
| 1600 Dunbar St. | 3 | 2 |

h. Time limit:

1. The units are presently occupied and work is to be performed in a timely manner to insure residents have use of their apartments.
2. All work under this contract to be completed within 45 days from the issuance of the notice to proceed.
3. Residents must be given 48 hours advance notice before work can begin.

2. **CHANGES AFTER AWARD**

KCDC reserves the right to make changes after consultation with the vendor if its needs change. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor. KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

3. **CODES AND ORDINANCES**

All work covered by these contract documents 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. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor and any sub-contractors.

4. **DAMAGE**

The awarded vendor is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential resulting from the provision of the services requested herein.

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- c. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC's premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor.

7. **EQUIPMENT:**

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

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

| FACTORS | MAXIMUM POINTS |
|----------------|-----------------------|
| Cost | 100 |
| Total | 100 |

All bids are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors. KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions may be found at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

10. **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.

11. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. 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 resulting contract or be no less than two times the occurrence limit. If necessary, umbrella liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Such insurance shall:

1. Contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 2. For any claims related to this project, vendor's insurance coverage shall be primary insurance as respects KCDC, its officials, officers, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of vendor's insurance and shall not contribute with it.
- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident.
- c. *Workers' Compensation Insurance:* workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000.
- d. *Other Insurance Requirements:* Vendor shall:
1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 3. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
 4. Require all subcontractors to maintain during the term of the resulting contract the same insurances detailed above. Vendor shall furnish subcontractors' certificates of insurance to KCDC without expense immediately upon request.
 5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 6. The insurer shall agree to waive all rights of subrogation against KCDC, its officials, officers, employees, and volunteers for losses arising from work performed by vendor for KCDC.
 7. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.

12. **LIQUIDATED DAMAGES**

Liquidated damages shall apply at \$100.00 per calendar day for each day beyond the scheduled completion date, and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

13. **LICENSING**

Vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the vendor shall maintain the required licenses.

In addition to any City or County licenses that may be required, all bidders must be licensed contractors as required by the “Contractor’s Licensing Act of 1994” as mandated by the State of Tennessee. The bidder 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.

If the cost of this project reaches or exceeds \$25,000, 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-B (Commercial)
- BC-b (sm)
- BC-4

14. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, workmanlike and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if specified and so desired by KCDC.

15. **MEASUREMENTS AND DRAWINGS**

Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions. Where the vendor’s work is to join another trade, the vendor’s shop drawings shall show actual dimensions and the method of joining the work of those trades.

16. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Flooring Services” in the subject line, at least five days prior to the due date to purchasing@KCDC.org.

17. **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. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement. Upon award, the successful vendor will be required to furnish a Section 3 Action Plan to memorialize what, if any, steps the vendor plans to take for Section 3 efforts.
- b. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865.544.5269.
- c. 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.
- d. A Section 3 business is one that is at least 51% owned by a Section 3 resident; or employs Section 3 residents for at least 30% of its employee base; or makes a commitment to subcontract at least 25% of the project's dollars to a Section 3 business.

18. **SECURITY**

The successful vendor is responsible for providing (if necessary) any and all security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

19. **SITE EXAMINATION**

- a. The failure or omission of the vendor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.
- b. By submitting a response to this solicitation, each vendor is certifying that they have inspected the site and have read and are familiar with the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its bid.

20. **STORAGE**

KCDC sites have very limited storage space for vendors to access. Accordingly, vendors are responsible for the storage of materials and their security. If possible, KCDC will allow vendors to use space but the safety and security of the items stored is solely the responsibility of the vendor.

21. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC

22. **UTILITIES**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for vendors because the residents pay their own utility bills. In such cases, the vendor will have to make arrangement for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for vendors as long as they are currently available at the area.
- c. The vendor must ascertain the availability of utilities for this work prior to submitting a quote.

23. **WAGE COMPLIANCE (DAVIS BACON)**

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

- a. This work is federally funded and “prevailing wage” requirements apply. The successful vendor will be required to submit certified payroll forms to document wages paid. These forms must accompany the invoice and be approved before payment will be authorized.
- b. KCDC personnel may conduct on-site interviews of the vendor’s employees to ascertain that Davis Bacon provisions are being followed. 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 that may be used by the successful vendor.

e. The approved rates for this work are:

| Title | Hourly Rate | Fringe Rate | Total Wage or Total Wage & Benefits |
|--------------------------------|--------------------|--------------------|--|
| Carpenter/Glazier | \$11.72 | \$3.28 | \$15.00 |
| Electrician | \$11.72 | \$3.28 | \$15.00 |
| 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 |
| Laborer | \$7.62 | \$2.13 | \$9.75 |
| Painter | \$10.76 | \$3.01 | \$13.77 |
| Plasterer | \$11.72 | \$3.28 | \$15.00 |
| Plumber | \$11.72 | \$3.28 | \$15.00 |
| Skilled Worker | \$9.34 | \$2.62 | \$11.96 |
| Unskilled Worker | \$7.72 | \$2.16 | \$9.88 |
| Welder | \$11.72 | \$3.28 | \$15.00 |

24. **WORK HOURS**

Acceptable work hours are Monday through Saturday from 7:30 a.m. until 5:30 p.m. Work on Sundays or holidays will require advance approval by KCDC.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED.

Installation of Flooring in Passport Homes & Residences Q1430
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) → | |

Please acknowledge addenda have been issued by checking below as appropriate:

None: **Addendum 1** **Addendum 2** **Addendum 3** **Addendum 4** **Addendum 5**

Addenda are not mailed but posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Statistical Information

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

White ¹ **Black** ² **Native Americans** ³
Hispanic ⁴ **Asian/Pacific** ⁵ **Hasidic Jew** ⁶

As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business is a:
Small Business **Section 3** **Woman Owned**

| Address | Bedrooms | Floors | Cost |
|------------------------|-----------------|---------------|-------------|
| 1601 Dora Street | 3 | 2 | \$ |
| 700 College Street | 3 | 2 | \$ |
| 1500 University Avenue | 3 | 1 | \$ |
| 1625 Dora Street | 3 | 1 | \$ |
| 1401 Moses Avenue | 4 | 3 | \$ |
| 1626 Dunbar Street | 3 | 1 | \$ |
| 1330 University Avenue | 3 | 1 | \$ |
| 1600 Dunbar Street | 3 | 2 | \$ |

Installation of Flooring in Passport Homes & Residences Q1430
Solicitation Document B Affidavits

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. Vendor is fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such 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 interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the 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.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the State or a state entity. Additionally such firms may not knowingly contract with sub-vendors who utilize the services of illegal immigrants.
2. By signing below the vendor agrees that:
 - a. The vendor does not knowingly utilize the services of illegal immigrants in the performance of contracts.

**Installation of Flooring in Passport Homes & Residences Q1430
Solicitation Document B Affidavits-Continued**

- b. The vendor agrees that the State may conduct random checks of personnel records as it pertains to this issue.
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

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 a conflict would 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 bid 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 _____→ | |

Installation of Flooring in Passport Homes & Residences Q1430
Solicitation Document C HUD Form 5369A

**Certifications and
Representations
of Offerors**
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <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 |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



CAUTION!!

State Law requires certain bidder license information be on the front of your envelope-if the cost exceeds \$25,000. As a condition of holding your license, you are to know these requirements. KCDC provides the following page, the envelope cover sheet, as a courtesy. **You** are ultimately responsible for providing the correct information that is required to be on the front of your envelope. Failure to supply such information as is required by the State of Tennessee will invalidate your bid.

For more information go to: <http://www.state.tn.us/commerce/boards/bidders/index.html>


Attach the following page, when properly completed, to the front of your bid envelope.

Do not put it inside the envelope.

Do not put it on the USPS/Fed Ex/UPS envelope

THIS PAGE DOES NOT NEED TO BE RETURNED.

| | |
|----------------------------|---|
| Bid/Contract Name | Installation of Flooring in Passport Homes & Residences |
| Bid/Contract Number | Q1430 |
| Bid Due Date/Time | 03-31-14 at 11:00 a.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 bid | |
| State of Tennessee Contractor's License Expiration Date | |

| Subcontractors to be used on this project (If subcontract work is not required, write "none required") | | | |
|--|--|---|--|
| 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 bid envelope changing the bid will not be considered. Such notes must be inside the envelope.