

Requests for Quotes

Custodial Supplies (as needed)

Due Date: August 19, 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: Q1507

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

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

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



Knoxville's Community Development Corporation

General Information for Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed 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 intends for this solicitation to result in the selection of no more than three vendors to meet our custodial supply needs. The intent is for KCDC to purchase all of its janitorial supplies from one of the awarded vendors. However KCDC does reserve the right to purchase from other vendors if special circumstances arise.

Upon award, two types of purchases will be made in two ways:

1. Specific purchase orders to replenish the main warehouse. However vendors should note that KCDC's warehouse stock far fewer items than in the past and sites directly order many supplies now from contracts.
2. As needed purchases by individual sites. KCDC sites may place direct orders to request items as they are needed.

2. **CHANGES AFTER AWARD**

KCDC reserves the right to make changes after consultation with the vendor. Should additional costs arise from the changes, 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.

3. **CONTACT PERSONNEL**

KCDC should be assigned no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the vendor shall formally introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

4. **DELIVERY**

Deliveries will not incur additional cost to KCDC. Additionally:

- a. Main Warehouse deliveries will be to 901 Broadway NE between 8:00 a.m. and 3:00 p.m. each business day.

- b. Site deliveries are accepted between approximately 8:00 a.m. and 3:00 p.m. each business day. The vendor will have to coordinate delivery times with the staff as each site may have slight variations to the schedule. Additionally there may be issues concerning the safety of deliveries that are not immediately secured by KCDC staff.

Site	Location	Phone
Austin Homes & The Vista	957 E. Hill Avenue	403-1300
Autumn Landing & Nature’s Cove	6331 Pleasant Ridge Road	403-1422
Cagle Terrace	515 Renford Drive	403-1310
Isabella Towers	1515 Isabella Circle	403-1340
Taylor Homes/Lee Williams Complex/Eastport	317 McConnell	403-1390
Lonsdale Homes	2020 Minnesota Avenue	403-1350
Love Towers	1171 Armstrong Avenue	403-1360
Main Office	901 Broadway NE	403-1133
Montgomery Village & The Verandas	4530 Joe Lewis Road	403-1380
North Ridge Crossing	712 Breda Drive	403-1320
Northgate Terrace & The Manor	4301 Whittle Springs Road	403-1400
Passport Homes/Residences	901 Broadway NE	403-1154
Western Heights	1621 Jourolmon Avenue	403-1420

5. **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

- a. All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to “responsiveness” and “responsibility” of vendors.
- b. KCDC reserves the right to request additional information from vendors to assist in the evaluation process.
- c. KCDC reserves the right to award this solicitation by the methods noted below. Whichever method is in the best interest of KCDC will be used.
1. Line item
 2. By groups of similar items
 3. In its entirety
- d. KCDC will be the sole determiner of “equal” status of proposed products.

6. **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.

7. **INVOICING/ORDERING**

- a. Upon award, KCDC will set this up in its “contract module” of the software package. Vendors will be emailed separate purchase orders for each order. Purchase orders will be auto generated (and emailed) by KCDC’s software system upon the request of KCDC employee.
- b. Work is not to be performed, nor goods delivered, until a purchase order is in place. As purchase orders authorize work or the delivery of goods, if a vendor performs work or delivers goods without a purchase order in place, KCDC does not have a legal obligation to pay for the work or goods. Performing work or shipping goods without a purchase order in place may jeopardize your award.
- c. Vendors, depending upon the nature and volume of the award, may be asked to:
 - 1. Bill once per month or to bill each individual job.
 - 2. Provide a monthly statement that recaps all charges for the month.
 - 3. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
 - 4. Leave an invoice at the work site, mail them, email them or fax them.
- d. Invoices must:
 - 1. Be numbered
 - 2. Have a date on them that is after the work is completed or goods delivered
 - 3. Show the purchase order number.
 - 4. Breakdown pricing according to the bid structure. For instance, if your award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
- e. Vendors are required to submit invoices within 90 days of the date the goods or services were delivered to KCDC. KCDC reserves the right to not pay invoices submitted after the 90 day threshold.

8. **LENGTH OF AWARD**

The length of the contract will initially be 12 months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request.

9. **PRICE STRUCTURE**

a. At the end of six month period, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. KCDC may, at its option:

1. Accept the proposed price increase.
2. Reject the proposed price increase.
3. Suggest an alternative price increase.

b. If KCDC rejects a proposed price the successful vendor may:

1. Continue with the existing pricing.
2. Suggest an alternative price increase.
3. End the contract.

c. Price decreases are allowed at any time with or without notice.

d. While the successful vendor may offer other services, only those specifically awarded are "on contract." Other services offered are not covered by the award and can only be procured through specific purchase orders identifying the special services to be offered and the price for them. KCDC's normal procurement thresholds will apply.

10. **PRICING**

Vendors are to quote the specific items listed in this document. Additionally, vendors are to reduce the price to the lowest common denominator (see work sheet for Solicitation Document B). This may mean ounces, quarts, each, bag, et cetera. This is the factor that will be used to compare your pricing to other vendors. Make sure that your price here is based upon the recommendation dilution/usage rate of each product per KCDC's unit of measure.

Additionally, vendors are asked to quote discounts for non-specified items. KCDC could never itemize every janitorial item that it may need. Thus the discounts are to be applied to the purchase of non-specified items. Multiple discounts may be offered so that one brand, category, et cetera, has a different discount factor than other one.

11. **PRODUCT SAFETY DATA SHEETS**

Upon award, the successful bidder will provide KCDC with SDS sheets.

12. **PRODUCT QUESTIONS**

If you have questions about the products listed herein, please call for an appointment to physically review the items in the warehouse. Contact Carolyn Collins at ccollins@kcdc.org.

13. **QUANTITIES SHOWN**

Quantities shown herein are for illustrative planning purposes only. KCDC does not guarantee any specific quantity of purchases for any item.

14. **QUESTIONS**

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

15. **REQUIREMENTS CONTRACT**

Unless otherwise specified herein, any agreement resulting from this solicitation shall be an "open-end" type of agreement and there is no guarantee that any specified or minimum level of products or services shall be required by KCDC or provided by the vendor. It is understood that KCDC plans to use the successful vendor, but that KCDC reserves the right to purchase these services elsewhere if it is in KCDC's best interest.

16. **SAMPLES**

KCDC requests samples for any item not as specified. Vendors are to send samples (free of charge) prior to the quotation deadline as this will speed up the award process. Samples shall be the item quoted. Samples shall be labeled with the vendor's name and KCDC's stock number.

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. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities.

Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

18. **WORK HOURS**

Acceptable delivery hours are Monday through Friday from 7:30 a.m. until 3:30 p.m. However additional hours may be available at some sites. The success vendor will address this with the site managers as necessary.

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

General Information about the Vendor

Sign Your Name to the Right of the Arrow	
Printed Name and Title	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Fax Number	
Cell Number	
Vendor's e-mail address (Please Print Clearly)	

Addenda

Addenda are 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.

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

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
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As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:

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

Solicitation Document B Cost Information Custodial Supplies (as needed) Q1507

Vendor:					
KCDC Stock #	Description/Brand/Model	Quantity Used FY14	Bidder Brand / Model	Bidder's Price (Per KCDC's Unit of Measure)	KCDC's Unit of Measure
ITEMS BELOW FOR MAIN WAREHOUSE INVENTORY					
01-0110	Cleaner, Lysol Disinfectant foam, REC02775 *THIS BRAND ONLY	1032		\$	Can
01-0160	Cleaner, Concentrate, All Purpose, BSL96100005	310		\$	Gallon
01-0180	Cleaner Oven (4 gal/case) Blast-Away, #BSL250000041	228		\$	Gallon
01-0290	Johnson Floor Finish, Diversey Complete 5104773 (5 gallon container) *THIS BRAND ONLY	600		\$	Gallon
01-0371	Liners, Plastic, 32 Gallon, #KS3339LB (250/ case) 33 x39 Low Density .4 mil Liners, Plastic, 32 gallon, #KS3339LB (250/cs)	24		\$	Case
01-0381	Liners, Plastic, 55 Gallon, #KS3658MB (200/ case, .5 Mil Low Density 36 x 58Liners, Plastic, 55 gallon, #KS3658MB (200/case)	46		\$	Case
01-0570	Rags, Thermal Blkt., 25# box	8000		\$	Pounds
01-0650	Johnson Wax, Stripper, Diversey Bravo 5115958 *THIS BRAND ONLY	500		\$	Gallon
01-0670	Toilet Tissue, Two ply, 4.5 x 3.75, 96/500 sheets per case, CASG4064	30		\$	Case
01-0690	Towels, Paper, Multifold, Envision 23304 Georgia Pacific	61		\$	Case
14-2070	Gloves, Nitrile, Size X-Large, NXL5101	170		\$	Case

NON-STOCK ITEMS FOR THE MANOR					
Vendor:					
	Disinfectant, Aerosol, Linen Fresh RA641, 20 ounce.			\$	CAN
	8 oz. Foam cup, Dart 8J8 (1000/case)	9		\$	CASE
	Lids for 8 oz. foam cup, Dart 8JL	11		\$	CASE
	6 oz. foam cup, 1000/case, Dart 6J6	15		\$	CASE
	Lids for 6 oz. cup, Dart 6JL	15		\$	CASE
	6" foam plate, non-laminated, 1000/case, Dart 6PWC	17		\$	CASE
	9" Laminated plate, 500/case, Dart 9PWQ	12		\$	CASE
	Ambitex NSM5101 nitrile gloves, Size Small, 100/box (10 box/case)	80		\$	BOX
	Ambitex NL5101 Nitrile gloves, Size Large			\$	BOX

Solution Centers/Dispensing/Proportioning Systems

Vendor:

KCDC is interested in using solution centers/dispensing/proportioning systems in some applications. Accordingly vendors are asked to supply pricing information about such offering. Attach additional pages if necessary.

Item	Brand and Model Bid	Cost
Three unit dispensing system		\$
Five unit dispensing system		\$
Seven unit dispensing system		\$
Liquid Concentrated Odor Eliminator equal to Buckeye ECO E-41 Odor Eliminator		\$
Liquid Concentrated Multi-Purpose Glass Clean equal to Buckeye E-13 ECO Multi-Purpose Glass Cleaner		\$
Liquid Concentrated Neutral Disinfectant equal to Buckeye ECO E-25 Neutral Disinfectant		\$
Liquid Concentrated Floor Cleaner equal to Buckeye ECO E-32 Floor Cleaner		\$
Other:		\$
Other:		\$
Other:		\$
Other:		\$
Other:		\$

Use the lines below to offer a discount (from 0% to 100%) for non-specified items. Indicate different discounts by commodity type, brand, et cetera. Indicate the group to which each discount applies.

	Description of the Items this Discount Applies to:	
Discount For Non-Specified Items ONE:		%
Discount For Non-Specified Items TWO:		%
Discount For Non-Specified Items THREE:		%
Discount For Non-Specified Items FOUR:		%
Discount For Non-Specified Items FIVE		%

**Solicitation Document C Custodial Supplies (as needed) Q1507
Affidavits**

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

NON-COLLUSION AFFIDAVIT

1. Vendor 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.



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 	

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:
