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Requests for Quotes

Procurement Card Services

Due Date: 11:00 a.m. (Eastern Standard Time) on July 8, 2015

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

Pre-Proposal Meeting: None. Submit questions to purchasinginfo@kcdc.org

Proposal Number: Q1535

Deliver Proposals 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 both a summary of the quotes received and the award decision to its web page at:

<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

General Information for Proposers

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 proposals. KCDC could simply contact three proposers, obtain quotes and move forward but KCDC has chosen to solicit written proposals 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 these specifications to result in an "all or none" selection of a capable firm to provide Procurement Card (P-Card) services as detailed herein.

2. **CONTACT POLICY**

The proposer may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC 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. Additionally, such contact can disqualify the proposer from participation in the solicitation process.

3. **EVALUTION:**

KCDC will determine the responsiveness and responsibility of each submission. Once responsiveness and responsibility are determined, KCDC will evaluate the remaining responses on these criteria:

Item	Points
Cost/Fees/Revenue	20
Personnel/Staff Assigned	10
Proposed P-Card Solution offered (capabilities, acceptance, et cetera)	30
Proposer's Business Strength	30
References	10
Total Possible Points	100 points

- a. The evaluation team may choose to first rank the submittals in ordinal order. If so, only the highest ranked submittals will be scored in detail.
- b. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each proposer on the shortlist. KCDC reserves the right to require the proposer to provide a demonstration of the product and all of its options and functions.

- c. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.
- d. KCDC will consider as “non-responsive” any submission from which required information is lacking or any submission that represents a material deviation from this solicitation.
- e. KCDC reserves the right to request additional information from any proposer after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all submission, to select one or more proposers, or to award no award and re-advertise this solicitation; postpone or cancel the process at any time, and to waive any irregularities in this solicitation or in submissions received as a result of this solicitations.
- f. All materials submitted pursuant to this solicitation become KCDC’s property. KCDC does not release information about submittals until the process is complete and a recommendation is ready for the KCDC Board.
- g. KCDC reserves the right to use all pertinent information whether disclosed in the solicitation process or learned from sources that affect KCDC’s judgment as to the appropriateness of an award to the best-evaluated proposer.

4. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions are 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 proposer accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” Proposers may wish to review certain applicable HUD instructions on KCDC’s webpage.

5. **LENGTH OF AWARD**

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

6. **PRICE STRUCTURE**

- a. At the end of the award term, the successful proposer may request a price increase. Proof of increased cost to the successful proposer must accompany price increase requests. 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 proposer may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.

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

7. **QUESTIONS**

Submit questions pertaining to this document via [email](#) with “Questions about P-Cards” in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

Scope of Work

1. **GENERAL INFORMATION**

- a. KCDC employs approximately 148 people in a variety of managerial, professional, technical, clerical, service and maintenance positions. Currently seven employees use procurement cards (P-cards).
- b. From July 1, 2014 through May 31, 2015, a total of \$323,237 was charged on KCDC’s P-Cards.
- c. There were approximately 850 transactions from July 1, 2014 through May 31, 2015. The average number of transactions per months was 77.
- d. Authorized employees use P-cards primarily to make relatively low dollar value purchases of travel, due, memberships, goods and services. Some purchases that could and should be made with P-Cards are still being made through less efficient and cost effective means, such as check requests. This is because of the inability to directly upload data to KCDC’s financial management software system, Emphasys.
- e. KCDC will, if proposers wish, provide an Excel file reflecting our Accounts Payable for analysis.
- f. To continue to expand the P-Card function, KCDC is highly interested in Level Two and Level Three detailing and reporting by the successful proposer. Levels of service are defined as:
 - 1. **Level One** includes information such as date, supplier and dollar amount.
 - 2. **Level Two** includes Level one data, plus sales tax and variable data fields (such as order number, employee name, et cetera).
 - 3. **Level Three** includes Levels one and two, plus item product code, description, quantity, unit of measure, price and tax.

2. **BASIC REQUIREMENTS**

- a. P-Cards must have sufficient recognition and be accepted by the majority of local merchants as well as national chain merchants.
- b. P-Cards must only be issued with the completed KCDC’s application form and approved with the signature of KCDC’s P-Card Administrator.

- c. The awarded firm shall immediately cancel any card at the direction of the KCDC's P-Card Administrator.
- d. The awarded proposer must provide a toll free number, and a designated customer service representative, familiar with the P-Card program, to be responsive to needs and requests of KCDC's P-Card Administrator.
- e. The awarded proposer must issue P-Cards within twenty-one days after receipt of completed, approved application from KCDC's P-Card Administrator.
- f. The awarded proposer shall issue replacement cards in cases of lost or stolen cards within five days after notification from KCDC's P-Card Administrator. Additionally, the awarded proposer shall have in place procedures regarding the liability that KCDC would incur due to lost or stolen cards. The liability, if applicable, must be stated in the proposal response.
- g. The awarded proposer must provide centralized billing and bill the individual cardholders directly. This can be accomplished with on line statements. While KCDC pays centrally from a consolidated statement, individual cardholders are responsible for auditing their respective expenditures.
- h. Complete on-site training (remote training is acceptable if it covers all aspects of the program), at no cost to KCDC, to educate KCDC's P-Card Administrator and other personnel on the implementation procedures, P-Card utilization and limitations, the approval process, P-Card customer representative, and the benefits/features of the card.

3. **CARD FORMAT DESIGN**

The successful proposer shall provide a card designed for KCDC. The firm's representative will work with KCDC's P-Card Administrator, to design a mutually acceptable card. The design shall be approved by KCDC's P-Card Administrator and shall contain the following features.

- a. The card will have the phrase "TAX EXEMPT" printed on its face.
- b. KCDC desires its logo on the P-cards.
- c. The proposer's toll free customer service number shall be printed on the back of the card.
- d. There shall be no references to ATMs on the card.

4. **CARD LIFE AND RENEWAL**

Card life cannot exceed two years and all cards are subject to earlier cancellation. The proposer shall keep KCDC's P-Card Administrator aware of cards set to expire within the next sixty days.

5. **CARD RESTRICTIONS**

The following controls and restrictions shall be available for all cards:

- a. Single transaction dollar limitations. These shall be established per individual card.

- b. Velocity limitation. This is the number of card authorizations per designated period. For example, six transactions per day is the current limit.
- c. Maximum dollar limitation per period.
- d. Proposer and commodity blocking. Restrictions on the types of proposers authorized to accept the card and the types of commodities that may be purchased.
- e. Complete prohibition of cash advances.
- f. The proposer must be able to apply these limits and restrictions on a cardholder-by-cardholder basis. Any and all other limits and restrictions at the cardholder level must be identified.

6. **EFFECTIVE DATE**

If awarded, the contract to provide P-Cards will be effective on the contract execution date. KCDC contemplates that the contract term will be from August 1, 2015 through July 31, 2016. KCDC shall have the sole option to renew the contract for four additional terms of twelve months each. In no event shall the term of the contract, including renewals, exceed five years.

7. **GENERAL FINANCIAL REQUIREMENTS**

- a. The proposed P-Card program **must** be free of annual fees and finance/interest charges. However, the proposer may charge late payment fees as indicated in their proposal.
- b. The P-Card program shall have an interest free sixty-day grace period.
- c. Late payment fees may be assessed on overdue balances. Detail EFT, transaction fees, training, support, and set up fees. Detail rebate program terms and volume required. Also detail the anticipated period between the receipt of the bill and the payment due date (such as two weeks, et cetera).
- d. The P-card program must be free of purchase money security interests and any other types of liens or mortgages.
- e. KCDC will not accept liability for unauthorized use, fraudulent use, and other such illegal use of lost or stolen cards, beyond a maximum limit of \$50.00 dollars. KCDC has no liability beyond twenty-four hours after the proposer is notified of a lost/stolen card or cards used by an unauthorized person. Proposers shall detail KCDC's liability.

8. **KCDC RESPONSIBILITIES**

These include:

- a. Having KCDC's P-Card Administrator as a central point of contact.
- b. Supplying cardholders with a P-Card Policies and Procedures Manual.
- c. Supplying cardholders with the necessary training.

- d. Seeking to minimize fraudulent card use through security and other appropriate measures and actions.

9. **PROPOSER RESPONSIBILITIES**

- a. Provide a P-card design that is compatible with KCDC's needs.
- b. Provide access to services, via the Internet, to all program participants.
- c. Provide a toll free 24 hour, 365 day a year telephone number for KCDC customer service.
- d. Complete on-site "Train the Trainer" training for the various levels of card program.
- e. Provide a program that is free of annual fees or interest charges on current balances.
- f. Provide a central point of contact person(s) to ensure coordination of the program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution.
- g. To have the maximum practicable use of the P-cards provided by the proposer to make higher dollar, non-contract purchases as well as higher dollar, contract purchases-to the extent that proposer can assure or enable adequate control and not add inefficiency to KCDC.
- h. To have the maximum practicable use of the P-cards provided by proposer to make relatively low dollar value, high volume purchases of goods and services.
- i. To have the maximum return to KCDC in the form of a rebate/revenue-sharing program.
- j. To meet KCDC's 1099 reporting requirements.
- h. Receive electronic payment from KCDC through ACH (Automated Clearing House) for services rendered through the program.
- i. To assist KCDC in growing the program.

10. **REPORTING REQUIREMENTS**

KCDC is interested in online/electronic reporting that:

- a. Provides detailed reports enabling KCDC to establish program controls, prepare small business utilization and other reports, and meet audit requirements.
- b. Provides the Individual Cardholder Statement in a format acceptable to the KCDC.
- c. Provides reports showing:
 - 1. Transaction detail

2. Transaction detail with, SBE (Small Business Enterprise), MBE (Minority Business Enterprise), and WBE (Woman Business Enterprise) firms.
 3. Transaction summary by entity as a whole, individual and account code.
 4. Provide on-line miscellaneous data and software necessary to access requested data. This on-line function must have the capability of restricting access based upon different tiers of authorization as assigned by KCDC.
- d. Has standard reports and a report wizard so that KCDC can run reports that it may need.
 - e. Has the ability for KCDC to generate reports in multiple formats such as Excel, Adobe, and CVS.

11. **ONLINE REQUIREMENTS**

The successful proposer will enable KCDC to use on-line websites to:

- a. Adjust card usage and credit limits.
- b. Authorize or block purchases of goods or services, including ATM transactions, based on merchant class codes.
- c. Capture data for standard and custom reporting capabilities that meet KCDC's needs in the areas of financial management and control, and contract planning and development.
- d. View on-line the account transactions of all participants, to make changes online in real-time to existing accounts, and establish online new participant accounts.
- e. Use workflow processes that provide for efficient, economical, and effective card application and approval, i.e.
 1. Card application and approval
 2. Card suspension or cancellation
 3. Changes in cardholder profiles (permanent and by exception)
 4. Creation of cardholder profiles
 5. Expense reimbursement
 6. Transaction reporting
 7. Travel requests and approvals
- f. Reconcile KCDC's total expenditure on-line by the KCDC Accounts Payable Department Representative.
- g. View on-line the account transactions of all participants, to make changes online in real-time to existing accounts and establish online new participant accounts. This is for the P-Card Administrator or designee.
- h. Store/view P-Card receipts.

- i. Ability for KCDC's Finance Department to reconcile KCDC's total expenditure.
 - j. Directly upload transactional data into KCDC's automated accounting system.-to the extent feasible.
12. **SALE OF CARDHOLDER INFORMATION**
The proposer shall not sell, rent or otherwise distribute a list of participating cardholders, their addresses or any other information to any person, firm or other entity for any purpose without the written consent of the P-Card Administrator.

Submittal Instructions

Follow these steps and guidelines when preparing your submittal.


1. Submit your qualifications statement in the order and format indicated on the following pages. **Solicitation Document A is to be the first page of your submittal**, followed by Solicitation Document B and so on.
2. Place your firm's name on each page.
3. Number all pages consecutively. Indicate on all pages the section that you are responding to as shown on the following pages.
4. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
5. Fancy brochures and advertisements are not necessary.
6. ***Do not*** use phrases such as "See the attached" or "Will be provided upon award."
7. If you have attachments, mark them (on the cover) with the proposer's name.
8. Bind submittals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
9. This document is available in MS WORD format and ***proposers are encouraged*** to use the Word version for their responses. If you are interested in obtaining the Word document, email purchasinginfo@kcdc.org. KCDC's Adobe copy of the document will remain the "official" version of the document. Only the Adobe version has all of the required forms.


THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Procurement Card Services Q1535

Solicitation Document A General Response and Cost Section

General Information about the Proposer

Sign Your Name to the Right of the Arrow 
 Your signature indicates that you have read and agree to "KCDC's General Instructions to Proposers" on www.kcdc.org.

Printed Name and Title 

Company Name 

Street Address 


City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

Proposer's e-mail address (Please Print Clearly) 

Addenda

Addenda are 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 quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3

Small Business

Woman Owned

Procurement Card Services Q1535

Solicitation Document B Affidavits

Vendor: _____

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 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 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 award or agreement; and
4. 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. The vendor is not ineligible for employment on public contracts because 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 an award let by the State of Tennessee or any political subdivision thereof.
6. 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.
7. No employee, officer or agent of the grantee or subgrantee 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 firm selected for award.
8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
9. 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 proposal submitted in response to this solicitation is in full compliance with the listed requirements.

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

Vendor: _____

Use this section of your response to:

1. Detail the card offered (Visa/Mastercard/American Express, et cetera).
2. Detail other cards options such as AP Cards, Departmental Cards, Distributed Cards and Ghost Cards.
3. Detail the proposed service quality program to include contingency plans in case of failure of any business partners to provide service and/or to jeopardize the integrity of the program.
4. Detail proposed processes for disputed charges, including a description of KCDC's liabilities and any late payment fee implications, turnaround time for resolving disputes, and whether KCDC will accrue any late payment fee while a matter is under review. Provisions for handling questioned/disputed items should include how to:
 - a. Contact the successful proposer to discuss questioned or disputed items,
 - b. Credit KCDC's account, pending resolution of the disputed item, and
 - c. Process chargebacks for items resolved in KCDC's favor including a time frame.
5. Detail fraud prevention and detection techniques.
6. Indicate if Level 2 and/or Level 3 detail is readily available.
7. Detail electronic billing/on-line information, reporting and account management capabilities.
 - o Provide the file format
 - o Indicate the frequency of Statement Billing
 - o What detail is passed, Level 1, 2, 3 and where
 - o Describe what KCDC can do on line
 - o Describe standard reports
 - o Describe ad hoc reports/report wizard capabilities
 - o Discuss account reconciliation capabilities
 - o Store/view P-Card receipts.
8. Indicate to what extent you can produce information by vendor, including the ability to capture tax id numbers in order to comply with 1099 reporting requirements.
9. Indicate the mechanics and work flow of the proposed on-line system in regards to the accounting function. Specifically address account coding and tracking of P-Card expenditures and the ability to interface with other accounting software systems. KCDC's account string structure is XX-XX-XXX-XXX-XXX-XXXXXX-XXX.

Vendor: _____

10. Discuss training options.
11. Discuss contact methods, 24-hour availability, et cetera.
12. Specify how you plan to accomplish these tasks as outline in the Scope of Work.
 - a. Card Format Design (Provide information concerning card design, logo, how much data and what can be embossed on the card)
 - b. Card Life and Renewal
 - c. Card Restrictions
 - d. General Financial Requirements
 - e. General Requirements
 - f. General Services Required of Vendor
 - g. KCDC Responsibilities
 - h. Liability
 - i. Proposer's Responsibilities
 - j. Reporting Requirements
13. Discuss plans to grow the P-Card program
14. Provide copies of sample statements

Vendor: _____

Use this section of your response to:

1. Describe the proposed contract team and the role each member of the proposed team plays.
2. Describe the proposed team organizational structure, interrelationships, and interactions.
3. Attach resumes of all managers and supervisors who will be involved in the management of the services to KCDC.

Submittal Document E**Description of Business History and Strength**

Vendor: _____

Use this section of your response to:

1. Provide information which documents your firm's and, if applicable, any subcontractors' qualifications to produce the required outcomes and fulfill the required responsibilities of the program offered, including ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

Submittal Document F**References**

Vendor: _____

Use this section of your response to:

1. Provide a listing of all governmental customers during the past three years for P-Card programs of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.
2. Provide three specific governmental client references in this format. KCDC prefers references from "affordable housing" companies but will accept other references at its discretion.

Name of the business receiving services	
Contact person	
Contact person title	
Contact person's telephone number	
Contact person's email address	
Description of the service provided	
Service began	
Service ended	

Vendor: _____

Use this section of your response to:

1. Provide all costs associated with the P-Card program you are proposing.
2. Detail rebate/revenue-sharing offered as an element of such program.
3. Include billing terms and penalties for late payments.
4. Detail EFT, transaction fees, training, support, and set up fees. Detail rebate program terms and volume required.
5. Detail KCDC's liability for unauthorized use, fraudulent use, and other such illegal use of lost or stolen cards.
6. Details your agreement to:
 - a. The P-Card program having an interest free sixty-day grace period.
 - b. Late payment fees assessed only on overdue balances.
 - c. No money security interests nor any other types of liens or mortgages.

Exterior Painting Services Passport Hoems & Residences Q1534

Solicitation Document H HUD Form 5369C

Vendor: _____

**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)

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

Vendor: _____

- (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: