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Request for Proposals	
Solicitation name and number	Supportive Staffing Services for The Manor at Northgate Terrace Q2310
Upload responses by	11:00 a.m. on 02/27/23
Upload your responses (As <i>one document</i>) to	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions about this solicitation	KCDC will not accept questions via telephone Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on 02/21/23
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date and Time	February 8, 2023 at 10:00 a.m.
Solicitation Meeting Location	Come to Room 309. KCDC will attempt to have two staff members near the building's main entrance to assist you.
Opening	The scoring tabulation is posted to KCDC's webpage shortly after an award decision is made.
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/.
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Definitions

- a. "Supplier" is inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."
- b. Caterer is the firm under contract with KCDC to provide the meals to the residents of The Manor.

2. Background and Intent

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes approximately 20 sites with 3,700 dwelling units. Among the sites are Northgate Terrace which contains "The Manor." While located within the Northgate Terrace building, The Manor operates as separate entity.
- b. KCDC operates a service program for senior citizens known as The Manor. This residential program is located on the second and third floors of a high rise at Northgate Terrace located at 4301 Whittle Springs Road, Knoxville, Tennessee 37917. The program houses up to forty-two residents and provides a package of services that enables residents to remain independent while living in the community for as long as possible. The package of services includes two daily meals (provided by KCDC's caterer), two wellness checks, light cleaning, laundry service, an emergency call pendant and case management. KCDC intends for this Request for Proposals to result in the selection of a single capable firm to perform laundry, housekeeping, meal prep/delivery, wellness checks and other miscellaneous services for The Manor and for KCDC staff.
- c. Due to on-going renovation of the facility and other factors, KCDC needs to resolicit proposals for this work. It is anticipated that the renovation will be complete by March 1, 2024. During the renovation, KCDC suggests a "tiered" approach (described below and on Appendix 1) followed by a normal approach once renovations are complete. During the tiered phase:
 - An "hours needed" guideline for the services (based on actual resident count) AND
 - Shift adjustment allowed as shown (on Appendix 1) for each tier based on the number of residents
 - During the renovation, KCDC will not automatically be paying for 138 hours or 41 residents.
 - For instance, if only 96 hours for 28 residents are needed, that is all KCDC pays for until the number of residents increases. The supplier adjusts their staff based on needing to fill our program needs.

d. The value of this award has been:

Year	Amount
2022	\$64,664
2021	\$70,733
2020	\$73,306

This information, while helpful, is not necessarily indicative of KCDC's expected costs with inflation and work reconfiguration but is given as a simple reference point.

3. **Bonding**

The supplier's employees must be bonded as they will be alone in the resident's apartments. Proof of the bond must be supplied to KCDC prior to work commencement.

4. **Changes after Award**

It is possible that after award KCDC will need to revise the requirements herein. KCDC reserves the right to make such changes after consultation with the supplier. If additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges. Such changes will not be of a "cardinal" nature.

5. **Codes and Ordinances**

All work covered by these award 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.

6. **Contact Policy**

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

7. **Contract Length**

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

8. **Employees**

Supplier(s) will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. 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 supplier.
- b. Have sufficient personnel to complete the work in a timely manner.

- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- e. Always supervise their own staff for both effective and efficient management.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or always have photo identification badges.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other identifying means.
- h. All of the supplier's employees and the employees of any sub-contractors must submit to criminal history records check at the supplier's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The supplier must provide proof of satisfactory results from background checks for each employee who will work on KCDC's property.

9. Evaluation

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all forms and substance.
- b. KCDC will review all proposals and reserves the right to request additional necessary information or modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet the mandatory requirement(s) or cancel this RFP, according to KCDC's best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC's best interest and consistent with good business practices.
- c. KCDC may require oral presentations as part of the evaluation process.
- d. KCDC reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in KCDC's best interest.
- e. KCDC plans to award to the best overall supplier presenting the most advantageous proposal (in its entirety) with the maximum points available and based on the following evaluation scale:

Factors	Maximum Points
Cost	60
Supplier Experience/Resources/Staff	30
Supplier References	10
Total	100

10. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions found in KCDC’s “General Instructions to Suppliers.” The following paragraphs in the General Instructions to Suppliers **do not apply**: 16, 34f, 43, 46a, 46b, 46d, 46e, 59 and 70.

11. Inclement Weather Policy

The supplier must provide staff to continue services during inclement weather situations. If members of the supplier’s staff volunteer to spend the night at The Manor due to travel conditions, KCDC will provide space for the supplier’s staff to sleep. It is the responsibility of the awarded supplier to compensate their employee.

12. Insurance

- a. The supplier agrees to maintain at its sole expense on a primary and non-contributory basis during the term of this resulting contract insurance coverages and limits in accordance with the supplier’s standard business practices and acceptable to KCDC. Such insurance shall 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 and/or operations performed by or on behalf of the supplier. Such insurance shall provide waiver(s) of subrogation. The supplier shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution and throughout the duration of the agreement.
- b. Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to dmartin@kcdc.org for review.

13. Length of Award

The initial award will be twelve months with four optional annual renewals that KCDC may exercise at its discretion. The successful supplier will provide 120 days’ notice should they determine to end the award. The 120 days’ notice begins at the time notice is given and not back dated.

14. Price Structure at Renewals

- a. At the end of each twelve-month period, the awarded supplier may request a change to the agreed to price. The supplier must provide proof of increased Producer Price Index (Knoxville) or other acceptable documentation to the Procurement Division.
- b. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award. 120 days' notice is required.
- c. KCDC does not pay fuel surcharges.
- d. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. KCDC reserves the right to deny such requests. Further, if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.
- e. Suppliers may lower prices at any time with or without notice

15. Safety/OSHA Guideline Compliance

- a. Staff (KCDC and the suppliers) and public safety are of prime concern to KCDC. All costs are the supplier's responsibility.
- b. Supplier(s) shall comply with all applicable OSHA and TOSHA rules.
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. Supplier(s) shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.
- e. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
- f. The successful supplier(s) will provide SDS's for each product used at KCDC. Upon award, submit the SDS to the property managers at each complex. Whenever the chemicals used change, the supplier(s) will supply the new information to the apartment managers. KCDC will supply the SDS for items KCDC provides.
- g. The successful supplier will, if pandemics arise, take required protective steps congruent with federal, state and local guidance.

Should there be unavoidable costs associated with these steps, KCDC and the supplier *may* negotiate such costs. Additionally, the supplier and KCDC will work together to assure continuity of service.

16. Security

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

17. Site Visits

- a. Suppliers are strongly encouraged to visit the site to assure they fully understand the scope of work. The supplier shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work. Visits are to be scheduled in advance through KCDC's Procurement office.
- b. The failure or omission of the supplier to receive or examine or document, or any part of the specifications, or to visit the site 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 supplier of any obligation to perform as specified herein. The supplier understands the intent and purpose thereof and their obligations there are under and that they will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement or because of any lack of information.
- c. Questions that may arise during the site visits/tours must be followed up by email to procurementinfo@kcdc.org for an authoritative response. Information or answers supplied at site tours are not binding upon KCDC until the Purchasing Division responds to it in writing.

18. Small Business Outreach

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses, veteran owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

19. Smoke Free Policy

KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

- No smoking on any KCDC property
- No e-vape or similar usage on any KCDC property
- The Smoke Free policy applies in personal or corporate vehicles on KCDC's property

20. Solicitation Requirements

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them **before** the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

21. Subcontracting

In addition to other requirements set forth herein, all subcontractors must:

- Be approved by KCDC prior to beginning work. KCDC must approve any changes.
- Not be on federal nor the State of Tennessee's debarment lists.
- Carry the insurance coverages as outlined herein.

Work Description

22. Supplier Provides

- a. The labor to perform supportive services duties.
- b. Consumables (i.e.-cleaning rags, protective clothing specific to supplier staff needs or requests) except for detergent, fabric sheets, residents' cleaning supplies and food. Supplier is responsible for providing their employees with Personal Protective Equipment including, but not limited to, masks and disposable gloves.

23. Exclusions

The successful supplier will not provide any medical services, nor will the successful supplier participate in the dispensing of medications.

24. KCDC Provides

- a. Required appliances (i.e., washer, dryers, microwave, et cetera).
- b. Utilities for all required appliances.
- c. Pick up/delivery cart.

25. Laundry Service Details

- a. Supplier will receive the list of residents to be serviced daily, with adjustments as needed.
- b. Each morning and each afternoon the supplier will pick up the laundry to be serviced. Morning laundry is picked up when the resident's breakfast is delivered or after all breakfasts are served. Afternoon laundry is picked up after 12:00 p.m. All laundry is delivered to residents as soon as it is completed and before the end of the day.

- c. The supplier will obtain the laundry detergent, fabric sheets, and hangers from the resident at the time of pickup.
- d. The supplier will wash and dry the laundry in the washers and dryers assigned to The Manor. Should the equipment not be usable, the supplier will use the pay laundry machines in the public laundry at Northgate Terrace. KCDC will fund this if the need arises.
- e. The supplier will fold and/or hang up the laundry on hangers provided by the resident.
- f. The supplier will deliver laundry back to the resident.

26. Housekeeping Service Details

- a. Housekeeping services are provided seven days per week, fifty-two weeks per year.
- b. Housekeeping services include the cleaning of residents' rooms and common areas and delivering two meals per day for all residents. The supplier's staff will, at a minimum, comply with the housekeeping checklist provided by KCDC. Only KCDC/Manor staff can authorize adjustments to the checklist.

27. Meals/Meal Delivery

Traditionally, two supplier staff members are working on each shift and these shifts follow the schedule outlined below. However, due to the "tiers" of service hours suggested herein, the hours (based on resident count) will be adjusted as agreed between the supplier and KCDC.

- a. Breakfast – At 6:30 a.m. supplier staff sets up for breakfast. Breakfast will be served by the following schedule:

7:00 – 7:30 a.m. – Serve residents as assigned

7:30 – 8:00 a.m. – Serve residents as assigned

8:00 – 8:30 a.m. – Serve residents as assigned

- Serve four breakfasts at a time only. If the food preparer gets more than four meals prepared, they help serve on the 2nd floor only.
- Breakfast food is to be covered by the protective domes upon leaving the kitchen.
- The breakfast checklist is marked upon serving each resident their meal.
- Supplier staff delivering the breakfast must pick up dinner trays from the previous day.
- Supplier staff will clean up the kitchen upon completion of serving all residents and clean out dinner trays.

b. Dinner

- 8:30 a.m. Supplier staff puts water in the tray at the top of the warmer
- 3:15 p.m. Supplier staff will turn on the warmer as instructed
- 3:45 p.m. Supplier staff will confirm the warmer's temperature
- 4:00 p.m. Supplier staff will transport a dinner cart to the basement
- 4:15 p.m. KCDC's caterer will deliver meals to room 209, where they and the supplier's staff will count meals and sign off on the count. Supplier staff will then place the meals in the warmer as necessary
- 5:00 p.m. Supplier staff will deliver five meals at a time to residents as instructed. They will pick up each resident's breakfast menu. The dinner checklist is marked upon serving each resident their meal.
- 5:45 p.m. Supplier staff will verify that all residents have been served

- a. Supplier staff will adhere to their regular schedule (laundry, housekeeping, et cetera) between each of the above steps.
- b. Upon delivery of each meal, the supplier staff will document that they contacted each resident.
- c. Report any discrepancies or problems in The Manor log.

28. Other Duties

The supplier is to provide additional duties as listed below. KCDC reserves the right to add additional related duties as needs change.

- a. Update (add new flyers, remove aged flyers, et cetera) and maintain the locked, glass bulletin board on the second and third floors. KCDC's representatives will supply the flyers.
- b. Call the Northgate Office for select Manor residents who are unable to do so for themselves to report work order requests. After hours and on weekends, the calls go to KCDC's emergency work order number.
- c. Distribute fliers, announcements, et cetera or enable a resident to do so, within The Manor only.
- d. Shred papers and documents, hole-punch and copy for KCDC staff as needed.
- e. Put away supplies (for The Manor) as directed by KCDC staff. This includes, but is not limited to, food and paper products used for meals.
- f. Water plants on The Manor's second and third floors.
- g. Decorate the Manor for all holidays and special events; KCDC will supply the decorations.

- h. Check supplies for the workroom area and replenish them as needed; this includes but is not limited to food and paper products used for meals.
- i. Keep the laundry cart clean by wiping it down as needed.
- j. Keep the work areas clean by sweeping and mopping both areas (rooms 209, 210 and the laundry utility area.)
- k. Check Temperatures on freezers and refrigerators used to ensure foods are stored safely.
- l. Any other duties directly connected to The Manor and its residents. Such duties are provided checklist list or KCDC staff.

29. **Training**

The awarded supplier will provide supervisors who will assist with job training for their staff. KCDC requires that the awarded supplier provide the following training to its employees who are placed on our site.

- a. Cold/Flu/Infection precautions.
- b. General training on dealing with those having Dementia/Alzheimer's.
- c. Appropriate interaction with resident guidelines.
- d. Setting appropriate boundaries.
- e. The immediate supervisor will serve as a contact for issues that must be addressed in a timely manner. The supervisor is required to perform spot checks of the supplier's staff's work. Spot checks must occur at least each quarter.
- f. KCDC provides educational fliers for the supplier's staff to read and sign off on. KCDC will also periodically provide supplier staff with flyers containing "hints" about work issues.

30. **Work Hours**

Traditionally shifts have been scheduled as follows with two staff members working on each shift. However, due to the "tiers" of service suggested herein, the hours will be adjusted as agreed between the supplier and KCDC.

- a. Monday – Friday Shift: 6:30 a.m. – 6:30 p.m.
 - 6:30 a.m. – 12:00 p.m.
 - 7:00 a.m. – 12:30 p.m.
 - 12:30 p.m. – 6:00 p.m.
 - 1:00 p.m. – 6:30 p.m.

b. Saturday – Sunday: 6:30 a.m. – 6:30 p.m. (split shift)

- 6:30 a.m. – 10:00 a.m.
- 7:00 a.m. – 10:30 a.m.
- 2:30 p.m. – 6:00 p.m.
- 3:00 p.m. – 6:30 p.m.

c. The supplier will ask KCDC for advance approval for any adjustments to be made on holiday work hours. KCDC/The Manor supervisor is the only party who can approve changing the laundry or housekeeping schedule for any resident. On-site staff cannot change any resident’s schedule without the prior approval of The Manor supervisor. If the supplier’s staff has a major emergency and cannot complete their tasks, only then can they make a judgment call, but must let their company supervisor know.

31. **Submit your information in this order:**

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	References
Solicitation Document E	Business Capabilities

a. The use of tables in presenting information facilitates the evaluation team’s review.

b. Do not use phrases such as “See the attached” or “Will be provided upon award.”

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

Solicitation Document A		General Information about the Supplier				
Note: Complete all cells even if the answer is "Does not apply"						
Sign Your Name in the column to the right						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representatives has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Item			Response			
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at www.kcdc.org . Click on "Procurement" and then on "Open Solicitations" to find addenda. Be sure to check for addenda prior to submitting a proposal.						
Acknowledge addenda have been issued by checking below as appropriate:						
None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman					Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>					Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. This business is at least 51% owned and operated by a veteran					Yes <input type="checkbox"/> No <input type="checkbox"/>	
4. 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 American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount						
A ____% prompt payment discount applies if KCDC pays within ____ days of accurate invoicing.						
Insurance Statement						
I have reviewed the insurance requirements and will comply without exception. Yes <input type="checkbox"/> No <input type="checkbox"/>						
Cost Proposal						
Cost per Day per Resident serviced				\$		

Conflict of Interest

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

Drug Free Workplace Requirements

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

Eligibility

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

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

General

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




No Contact/No Advocacy Affidavit

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

Non-Boycott of Israel Affidavit

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid/proposal rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by 	
Printed Name 	
Title 	

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

[insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

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

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Identify any contract issues and describe how they were resolved	

Use this section of your response to detail your company’s qualifications. Include:

1. An overview of your company’s history
2. The names of key personnel who will be involved in this project and indicate titles and roles.
3. A list of subcontractors-if applicable
4. General business information

Years in business		
Years in business under this name		
Years performing this type of work		
Value of work now under award		
Value of work in place last year		
Number of Clients		
What company do you use for pre-employment criminal background checks?		
Has your company:		
Failed to complete an award?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against supplier?		Yes <input type="checkbox"/> No <input type="checkbox"/>

5. **Safety:**

Have you had any OSHA fines within the last three (3) years?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job-related fatalities within the last five (5) years?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.		

6. **Personnel:**

Area	Fulltime	Part Time
Clerical		
Management		
Plumbers		
Total Employees working for your company		

By the number of residents during renovation.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Option 1: (now: 28-30) room to grow back to full #s		7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	
	8:00 a.m. – 4:00 p.m.	1:00 – 5:00	1:00 – 5:00	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 4:00 p.m.
Total work Hours for the week =96	8 hours	9 hours +4=13	9 hours +4=13	18 hours	18 hours	18 hours	8 hours
Breakfast starts (including prep) at 7:00 instead of 6:30; Sat/Sun at 8:00 Supper can be at 4:00 instead of 5:00 M-F; supper at 3:00 Saturday-Sunday There would be more duties on Wednesday, Thursday, and Friday (2 days would be 1 person unless you choose to break up the hours)							

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Option 2: (when we add back: 31-34) room to grow back to full #s		7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	
	8:00 a.m. – 4:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 4:00 p.m.
Total work Hours for the week =105	8 hours	18 hours	18 hours	18 hours	18 hours	18 hours	8 hours
Breakfast starts (including prep) at 7:00 instead of 6:30; Sat/Sun at 8: Supper can be at 4:00 instead of 5:00 M-F; supper would be at 3:00 on Saturday & Sunday							

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Actual contract needs when numbers full or close to full. [6:30 a.m. – 6:00 p.m. M-F] & [7:00 a.m. – 6:30 p.m. M-F] Split shifts Saturday and Sunday regularly. The schedule to the right is all split shifts but it is up to the contract agency if you split or cover as shown above for M-F	6:30 a.m. – 10:00 a.m.	6:30 a.m. – 12:00 p.m.	6:30 a.m. – 12:00 p.m.	6:30 a.m. – 12:00 p.m.	6:30 a.m. – 12:00 p.m.	6:30 a.m. – 12:00 p.m.	6:30 a.m. – 10:00 a.m.
	7:00 a.m. – 10:30 a.m.	7:00 a.m. – 12:30 p.m.	7:00 a.m. – 12:30 p.m.	7:00 a.m. – 12:30 p.m.	7:00 a.m. – 12:30 p.m.	7:00 a.m. – 12:30 p.m.	7:00 a.m. – 10:30 a.m.
	2:30 p.m. – 6:00 p.m.	12:30 p.m. – 6:00 p.m.	12:30 p.m. – 6:00 p.m.	12:30 p.m. – 6:00 p.m.	12:30 p.m. – 6:00 p.m.	12:30 p.m. – 6:00 p.m.	2:30 p.m. – 6:00 p.m.
	3:00 p.m. – 6:30 p.m.	1:00 p.m. – 6:30 p.m.	1:00 p.m. – 6:30 p.m.	1:00 p.m. – 6:30 p.m.	1:00 p.m. – 6:30 p.m.	1:00 p.m. – 6:30 p.m.	3:00 p.m. – 6:30 p.m.
Total work Hours for the week =138	14 hours	22 hours	22 hours	22 hours	22 hours	22 hours	14 hours
The number of staff needed in the past has been 4-6.							