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www.kcdc.org

Invitation for Sealed Bids

MOVING SERVICES

Solicitation Number	Q1809
Due Date	September 7, 2017
Due Time	11:00 a.m. eastern standard time
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Procurement is a separate building behind the main building.
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
May responses be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Paper copies must also be provided, if the solicitation so indicates.
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	Not applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org
Award Results	KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/

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



1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. KCDC wants to have a moving company "under contract" to move residents between KCDC properties as needed. KCDC anticipates having the award in place around September 15, 2017.
- c. KCDC anticipates needing to move residents during the next few years. The primary focus of the resulting award will be for moves from the Walter P. Taylor and Lee Williams Senior Citizen sites into new buildings constructed as part of the Residences at Five Points project. KCDC may also use this award to arrange moves from or to any of its properties. However, KCDC does not guarantee any moves.
- d. KCDC has several types of properties including high-rise buildings, multi-family walk-up sites, duplexes and stand-alone houses. See Appendix I for a list of all KCDC sites.
- e. Proposers must be able to:
 - Provide packing assistance if needed, and
 - Assemble and disassemble furniture such as bed frames, entertainment centers, et cetera.
- f. KCDC will:
 - Furnish data about the "move from and move to" properties include the building type, bedroom size and whether there are stairs, elevators, et cetera.
 - Relay pertinent information to tenants regarding the moving process.
- g. Most moves will occur during regular office hours, 7:30 a.m. to 4:00 p.m. on Monday through Friday. However, there may be a need to perform some moves on nights, weekends and holidays. For billing purposes, night shall mean moves performed after 5:00 p.m. Monday through Friday. Weekend shall mean moves performed on Saturday and Sunday. The KCDC observed holidays are as follows: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day and Eve.
- h. The proposer shall perform all work in a professional manner. Work shall conform to all best standards and accepted practices of the trade.

2. **CHANGES AFTER AWARD**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

3. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed.

4. **CONTACT PERSONNEL**

The supplier will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful supplier will introduce the new contacts to KCDC personnel.

5. **CONTACT POLICY**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC's Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

6. **DAMAGE**

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

7. **EMPLOYEES**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order 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. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.

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 means.

8. **ENTRANCE TO SITES**

Supplier employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants, or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

9. **EQUIPMENT**

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

10. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the proposer quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to proposer "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

a. KCDC will evaluate responses with a weighted evaluation system.

b. The categories and points assigned for each category are:

Item	Maximum Points
Experience & Past Performance	10
Cost	70
Qualifications and Capacity	20
Grand Total Points	100

11. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions 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 set forth in KCDC's "General Instructions to Suppliers."

12. **INSURANCE**

The contractor shall maintain, at contractor's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- : VI or better. Upon award, the contractor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract

- a. *Commercial General Liability Insurance:* occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

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 or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC its officials, officers, employees, and volunteers as an additional insured.

- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- d. *Other Insurance Requirements:* Contractor shall:
 - 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

2. The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 N. Broadway
Knoxville, TN 37917

3. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor.

Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 8. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
 9. All policies must be written on an occurrence basis.
- e. Right to Revise or Reject: KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

- f. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.
- g. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

General Services:	7 calendar days	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Construction Services	15 calendar days	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

13. **INVOICING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. Purchase orders authorize work and obligate payment. KCDC does not have a legal obligation to pay for work performed without a purchase order in place.
- b. Depending upon the nature and volume of the award, vendors may:
 - 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 to send them to Accounts Payable.
- c. 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, awards priced by the hour need invoices showing the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 - 5. Be suitable for scanning since KCDC does not maintain paper records.
- d. Proposers are required to submit invoices within 90 days of the date the goods or services were delivered to KCDC. KCDC may deny invoices submitted after the 90-day threshold.

- e. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchase by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.

14. **LENGTH OF AWARD**

The initial award will be for 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.

15. **PRICE STRUCTURE**

- a. At the end of each award year, 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.

16. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Moving Services" in the subject line, at least five days prior to the due date.

17. **REPRESENTATIONS**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies, or equipment to be performed or furnished by it; and

- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier has carefully examined the plans, the specifications and the worksites and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

18. **RESPONSIBILITIES**

At no expense to KCDC, the supplier will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury and/or damage and be responsible for any such damage or injury that occurs because of their fault or negligence.
- e. Perform work without unnecessary interference with the activities of KCDC, residents, or suppliers.

19. **SAFETY**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The safety of staff and the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

20. **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 suppliers 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 suppliers 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 suppliers 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? This can be accomplished 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. Supplier 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 supplier 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 supplier 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.
- h. Upon award, the successful supplier will supply two documents to KCDC:
1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 2. A Section 3 Business plan for this work.
21. **SECURITY AT THE WORK SITE**
The successful proposer is responsible for providing (if necessary) any and all security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.
22. **SECURITY AND BACKGROUND CHECKS**
If the successful supplier agrees to extend the terms of the award to other governments and another government chooses to use the award, the government may require Security and Background Checks for all employees assigned to the work. KCDC does not do so.
22. **STORAGE**
Most KCDC sites have limited storage space for suppliers to access. Suppliers are responsible for the storage of materials and their security. If possible, KCDC will allow suppliers to use space but the safety and security of the items stored is solely the responsibility of the supplier.
23. **SUBCONTRACTORS**
KCDC must approve subcontractors prior to them beginning work. Subcontractors must carry the insurance coverages as outlined herein.
24. **WORK HOURS**
Acceptable work hours are Monday through Saturday from 7:30 a.m. until 4:00 p.m. However the supplier must understand KCDC's staff will not be on site or readily available after 4:00 p.m. during the workweek nor at all on Saturdays. Work on Sundays or holidays requires KCDC's advance approval.

Submittal Structure Instructions

1. Submit your information in the order indicated below:

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	Insurance Certification	KCDC
Solicitation Document D	HUD Form 5369A	KCDC
Solicitation Document E	Proposer's Qualifications and Capacity	Proposer
Solicitation Document F	Proposer's Experience & Past Performance Indicators	Proposer
Solicitation Document G	Proposer's Cost Schedule	Proposer

2. Place your company's name on each page and number all pages consecutively.
3. The use of tables in presenting information facilitates the evaluation team's review.
4. Submit one original (with all pages marked "original"), three printed copies and one electronic copy (email or flash drive /CD) of your submittal).
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. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
8. Proposers are encouraged to use a typed version for their responses.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Moving Services Q1809

Solicitation Document A General Information

Sign Your Name to the Right of the Arrow 	
Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org .	
Printed Name and Title 	
Company Name 	
Street Address 	
City/State/Zip 	
Contact Person (Please Print Clearly) 	
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. 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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Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

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

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

A discount of ____% is offered if payment is made within 30 days

Mastercard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

9. **Iran Divestment Act:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, 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.

Non-Collusion:

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

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.

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

Moving Services Q1809
Solicitation Document C Certificate of Insurance (COI) Agreement

Supplier: _____

Insurance Agreement:

1. I have read, understand and will comply with the insurance requirements listed earlier in this document.
2. I have or upon award will obtain the described insurances within 15 calendar days of notification.
3. I understand that my failure to supply the certificate(s) of insurance within the allotted calendar days is grounds for forfeiture of my award without notice by KCDC.
4. I understand that complying with the insurance requirements is entirely my responsibility and that KCDC does not have to provide any assistance though if it does, the assistance does not obligate additional assistance or extend the deadline.
5. I understand that if I use subcontractors, it is entirely my responsibility to have satisfactory insurance certificates from them within the stated number of calendar days. Failure to do so is grounds for forfeiture of my award without notice by KCDC.

The undersigned certifies that their submittal is in full compliance with the listed insurance requirements and that insurance certificates will be supplied as directed and within the timeline allotted.

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

**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)

(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)

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

Describe your company's qualifications and capacity to handle this work. It is your responsibility to present KCDC with sufficient information to evaluate your company. Include (but do not limit your response to) these items:

- Narrative of company history
- Financial stability documentation
- Registration/license numbers in Tennessee
- Staff size
- Distribution of staff among various employment classifications
- Employee training and safety programs
- Subcontractors proposed (if any)
- Number of moves accomplished last year
- The number and size of trucks available for this work
- How tenant goods will be separated if several moves occur at the same time
- KCDC support required
- Work plan
- Procedures for resolution of damage claims
- Procedures for ensuring the safety of property and persons during moves
- Procedures for dealing with different types of items (clothes, dishes, electronics, , et cetera)
- Plan for dealing with pests (roaches, bedbugs, mice, et cetera)
- Copies of contracts/binders/agreements that would be required
- Tenant responsibilities

Moving Services Q1809

Solicitation Document F Proposer’s Experience and Past Performance Indicators

Describe your company’s experience and past performance indicators relative to this work. It is your responsibility to present KCDC with sufficient information to evaluate your company. Include (but do not limit your response to) these items:

- Particular expertise or involvement in the industry
- Information about the firm’s history of damage and claims
- Pending litigation
- Provide three client references (public housing/governmental references preferred) in this format:

Entity	
Nature of work conducted by the entity	
Number of moves	
Contact person	
Phone	
Email	
Contract State Date	
Contract End Date	

Moving Services Q1809

Solicitation Document G Proposer's Cost Schedule

Provide a firm fixed price for the services offered.

Item	Cost
Moving Service Originating From Multi Family Style Apartments/Duplexes	
Studio	\$
1 bedroom	\$
2 bedroom	\$
3 bedroom	\$
4 bedroom	\$
5 bedroom	\$
Moving Service Originating From High Rise Towers	
Studio	\$
1 bedroom	\$
2 bedroom	\$
Rate for Moving Offices	
Per square footage of the office area	\$
Hourly Rate for Moving Miscellaneous Large Items (such as safes, cabinets, et cetera)	
Per person per hour	\$
Hourly Rate for Packing/Unpacking Assistance	
Per person per hour	\$
Packing Materials	
1.5 cf carton	\$ per 100
3.0 cf carton	\$ per 100
4.5 cf carton	\$ per 100
Sealing Tape	\$ per roll
Packing Bubbles	\$ per roll
Packing Paper	\$ per roll/pound
Personal Protective Equipment (Tyvek suits, mattress protectors, et cetera)	\$
Other Costs/Options Not Listed Above	

Appendix A List of KCDC Sites

Autumn Landing (102) 403-1422

Nature's Cove (95)

6331 Pleasant Ridge Road, 37921-1194
 Senior Asset Manager: James Pruitt: Ext: 1434
 Maintenance: Johnny Booker
 Adm. Assistant: Tammy Kitts: Ext. 1435

***Cagle Terrace (274) 403-1310**

515 Renford Road, 37919-4305
 Senior Asset Manager: Rhonda Harris: Ext. 1312
 Maintenance: Larry Medley: Ext. 1314
 Admin. Assistant: Sherrie Taylor: Ext. 1313

***Isabella Towers (236) 403-1340**

1515 Isabella Circle, 37915-2632
 Senior Asset Manager: Linda Jeter: Ext. 1342
 Maintenance: Keith Crowe: Ext. 1344
 Admin. Assistant: Shana Love: Ext. 1343

Lonsdale Homes (260) 403-1350

Mechanicsville I and Mechanicsville II

2020 Minnesota Avenue, 37921-8016
 Senior Asset Manager: Darlene Farmer Ext. 1352
 Asset Manager: Jack Haynes: Ext. 1353
 Adm. Assistant: Carol Merritt: Ext. 1354

***Love Towers (249) 403-1360**

1171 Armstrong Avenue, 37917-6115
 Senior Asset Manager: Steve Ellis: Ext. 1362
 Maintenance: Mark Meade: Ext. 1364
 Admin. Assistant: Beverly Mack: Ext. 1363

Montgomery Village (384) 403-1380

The Verandas on Flenniken (42)

4530 Joe Lewis Road, 37920-7418
 Senior Asset Manager: Sam Chambers: Ext. 1382
 Asset Manager: Diana Caldwell: Ext. 1383
 Adm. Assistant: Denise King: Ext. 1385

***Northgate Terrace (277) 403-1400**

4301 Whittle Springs Road, 37917-1539
 Senior Asset Manager: Terri Evans: Ext. 1402
 Maintenance: Rodney Yardley: Ext. 1404
 Admin. Assistant: Vacant

The Manor at Northgate 403-1410

4301 Whittle Springs Road, 37917-1539
 Supportive Services: Teresa Lawson: Ext. 1411
 RSL Aide: Darlene Dunn: Ext. 1412

North Ridge Crossing (270) 403-1320

Valley Oaks (48)

712 Breda Drive 37918-7940
 Senior Asset Manager: Adronicus Thomas: Ext. 1321
 Asset Manager: Vicki Worrell: Ext. 1322
 Admin. Assistant: Cathe Lee: Ext. 1323

Taylor (144) 403-1390

Lee Williams (173)

Five Points Senior Duplexes (20)

The Residences at Eastport (25)

Five Points Family Multiplexes (17)

Passport Development Corporation 403-1154

Passport Homes & Passport Residences (83)

The Residences at Eastport (60)

317 McConnell Street, 37915-2161
 Senior Asset Manager: Kim Clark: Ext. 1392
 Senior Asset Manager: Beth Bacon: Ext. 1180
 Asset Manager: Lisa Weddle: Ext. 1393
 Admin. Assistant: Angi Taylor: Ext. 1395

The Vista at Summit Hill (175) 403-1300

Austin Homes (129)

957 E. Hill Avenue, 37915-1818
 Senior Asset Manager: Darrell Lindsey: Ext. 1302
 Asset Manager: Jonathan Romeo: Ext. 1303
 Admin. Assistant: Debby Clowers: Ext. 1304
 Maintenance Shop: Ext. 1305

Western Heights (440) 403-1420

1621 Jourolman Avenue, 37921-3430
 Senior Asset Manager: Kristie Toby: Ext. 1427
 Asset Managers: Rhonda McCulley: Ext. 1423
 Tiara Webb: Ext. 1424
 Maintenance: Bryan Coffey: Ext. 1426