



Terry McKee, IT & Procurement Director
 901 Broadway N. • Knoxville, TN 37917-6699
 865.403.1133 • Fax 865.594.8858
purchasinginfo@kcdc.org
www.kcdc.org

Request for Written Quotes

MOWING SERVICES FOR KCDC'S REDEVELOPMENT DEPARTMENT (AS NEEDED)

Solicitation Number	Q1723
Due Date	April 10, 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  Note: Procurement is in a separate building behind the main office building
Responses Can be Fax or Emailed	Yes
Format	Suppliers are encouraged to use the Adobe fillable or MS Word version to provide a typed response. Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
Solicitation Meeting	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

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

General Information

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes 20 sites with approximately 3,547 dwelling units. KCDC also administers approximately 3,958 vouchers and 82 moderate rehabilitation units through our Section 8 department.
- b. KCDC is seeking proposals for a supplier who has demonstrated abilities to perform the scope of work described in this document. The supplier must currently be in the business of providing commercial lawn and landscaping maintenance services of this type and must have been doing so for a minimum of at least five consecutive years.
- c. This solicitation does not include mowing the various apartment sites that KCDC owns.

2. **CODES AND ORDINANCES**

All work covered 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.

3. **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.

4. **CONTACT POLICY**

The supplier may not contact anyone about this solicitation, other than the KCDC's Procurement Division from the issuance of this RFP 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. Additionally, such contact can disqualify the supplier from participation in the solicitation process.

5. **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 can communicate effectively with them.

- e. Employ the quantity and quality of supervision necessary for both effective and efficient management of lawn operations at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have picture 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.

6. **ENTRANCE TO KCDC SITES**

Supplier's employees may not be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person will not accompany employees on KCDC sites unless said person is an authorized employee of the supplier.

7. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award and this may not entail simply awarding to the supplier 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 supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process.

8. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Vendors" in the solicitation document. These instructions are at www.kcdc.org. Click on "Procurement" and follow the link. By submitting a response to this solicitation, the supplier accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." Suppliers may wish to review certain applicable HUD instructions on KCDC's webpage.

9. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the supplier carries at least the following minimum levels of insurance. Supplier will at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting award. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

The supplier will maintain, at supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the award 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 supplier will provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

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

- 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 will apply separately to the work/location in this award or be no less than \$2,000,000.

Such insurance will 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 supplier including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured will 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 supplier will 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 will 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:* Supplier will:
 - 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance will provide a minimum 30-day endeavor to notify KCDC of cancellation when available by supplier’s insurance. If the supplier 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, supplier will 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.

The certificate holder address will read:

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

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. 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 award.
5. Require all subcontractors to maintain during the term of the resulting award commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by supplier's insurance) in the same manor and limits as specified for the supplier. Supplier will furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
6. 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.
7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit supplier 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 will not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
9. Upon award, the supplier must provide Certificates of Insurance, as detailed above and acceptable to KCDC, within five business days. If not, KCDC may move to the next ranked supplier.

10. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. Since purchase orders authorize work and obligate payment, KCDC is not obligated to pay for work performed without a purchase order in place.
- b. Depending upon the nature and volume of the award, KCDC may direct vendors to:
 1. Bill once per month or to bill each individual job

2. Provide a monthly statement that recaps all charges for the month
 3. Email invoices to the Redevelopment Department
- 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, if the award basis is hourly, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 5. Be suitable for scanning since KCDC does not maintain paper records.
- d. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- e. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However, if others purchase goods for KCDC, the supplier must pay sales or "use tax." 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.
- f. KCDC pays by electronic transfer (ACH) only.
11. **LENGTH OF AWARD**
The length of the award will initially be 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.
12. **PRICE STRUCTURE**
- a. At the end of each award year, the successful supplier may request a price increase. Proof of increased cost to the successful supplier 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 supplier may:

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

c. Suppliers may decrease prices at any time with or without notice.

13. **QUESTIONS**

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

14. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Report change to KCDC during the project.
- c. Not be on HUD’s Debarment List.
- d. Carry the insurance coverages as outlined herein.

Scope of Work

15. **BACKGROUND**

This scope of work pertains to the requirements of maintaining grass at various locations in the City. Suppliers, if awarded, are required to fill out a sheet showing what tasks were completed. The overall responsibility of the supplier is to coordinate, plan, manage, and perform activities described in this solicitation to maintain an acceptable appearance in those areas included in the solicitation.

The supplier must verify the areas, sizes and quantities of the surfaces and items to be maintained. The supplier’s failure to verify the listed amounts shall not relieve the supplier of the responsibility to provide all services required to the standards included herein, for the prices submitted in supplier’s proposal.

16. **HOURS WHEN WORK IS TO BE PERFORMED**

Suppliers will perform all work on Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturday from 8:00 a.m. to 5:00 p.m. The supplier shall work on Sunday without KCDC’s written permission.

17. **GENERAL STANDARDS**

The supplier will maintain and service the lawns at the frequency and to the standards as detailed in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the supplier’s monthly invoice.

- a. Key contractor staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, lawn care, and general lawn care knowledge. KCDC reserves the right to demand the replacement of supplier's staff who fail to meet KCDC standards for safety, professionalism, or lawn care knowledge.
- b. Attend meetings and site inspections of the grounds as requested.
- c. The supplier shall furnish all labor, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. KCDC's intent is for the maintenance of these sites in a resource-efficient, sustainable, and cost-effective manner.
- d. The supplier will use professional quality mulch/mowing equipment to mow the turf.
- e. The supplier is encouraged to use non-polluting devices like rakes and brooms when feasible. KCDC prefers that blowers and other power equipment are low-decibel, low- fossil fuel consumption, and low-emissions models.

18. **GUARANTEE AND REPLACEMENT**

- a. Supplier shall replace, at no additional cost to KCDC, any turf, plant materials or any other KCDC, public, or private property damaged from improper maintenance attention or procedures. The supplier must remediate property damage within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement must have KCDC's written permission.
- b. The supplier is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than supplier's vehicles) or the acts of others over whom they have no reasonable control.

19. **TURF MOWING**

- a. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.
- b. Prior to each mowing, remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than 2 ½ inches and no more than 3 inches.
- c. Alternate the mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.
- d. KCDC and the supplier will evaluate and determine any areas that require bagging and removal of clippings on a regular basis.

- e. The supplier is responsible for any damage incurred due to mower damage to trees and shrubs and must repair or replace any such damage at no cost to KCDC. The supplier will sweep or blow clippings from hardscapes after each mowing. Sweeping is encouraged when feasible.
- f. Mowing Schedule

Month	Number of cuts
April	Weekly
May	Weekly
June	Weekly
July	Every 10 days
August	Every 10 days
September	Every 10 days
October	Two mowings
November	Two mowings

- g. The base price includes 26 mowing’s per the mowing schedule. This schedule may be altered per KCDC request or as required by climatic conditions.

20. **EDGING AND TRIMMING**

- a. Mechanically trim all turf edges once a month. Edges include all formal lawn perimeters and tree wells in lawn areas. Clean debris from hardscapes and non-turf landscape areas. Remove larger debris.
- b. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas and remove larger debris.
 - 1. Supplier shall trim around all guardrails every other mowing.
 - 2. Supplier is responsible for any damage incurred as a result of trimmer or edger damage to trees, shrubs, KCDC, public and private property and must repair or replace any such damage at no cost to KCDC.

21. **LEAF AND BRANCH REMOVAL**

- a. Keep walks, patios, planting beds, roadway gutters and lawn areas leaf free.
- b. KCDC prefers that the supplier, without compromising safety and lawn health, leave the leaves on-site and incorporated them into mulch. Remove leaves from site only as needed to maintain a neat appearance and the health of the lawn.

22. **LANDSCAPE TRASH REMOVAL**

Remove all trash from turf areas. Supplier shall haul it away for appropriate disposal.

23. **REDUCTIONS IN PAY**

- a. Reductions for below standard work will occur if, after the second documented notification, the supplier has not corrected the deficiency and KCDC worker(s) are assigned to perform the task(s) or was not completed at all by the supplier.
- b. Reductions for non-performance will occur if the task(s) was not done and KCDC worker(s) have to be assigned immediately to perform the task(s).
- c. The basis for reductions is the hourly billing rate of KCDC employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for KCDC worker(s) to perform the task(s). If the supplier did not perform the work, a deduction based on percentage of the overall monthly bill not completed occurs.

24. **COMBINING TWO OR MORE LOTS**

- a. *KCDC reserves the right to combine adjoining lots for billing purposes so the resulting lot is larger than the original. The final fee basis is the size of the larger lot rather than a separate fee for the two smaller lots.* Please see Attachment A for an illustration of the two examples.
- b. Example 1: Lot A lies on Maple Lane and is priced accordingly. Another lot of the same size, Lot B, is added to the inventory. Lots A and B are adjacent to each other. Rather than billing each separately, a new fee is calculated based on the total size of the parcel.
- c. Example 2: Lot D is a large parcel comprised of three smaller (3) smaller lots. The lot in the middle is removed from the inventory. The result is now two smaller lots.

25. **PAYMENT TO CONTRACTOR**

- a. At the end of each month, the supplier shall invoice KCDC for the services provided during the preceding month. The invoice shall not exceed 1/9th of the annual base amount of the contract.
- b. Add Alternate Tasks performed during that month as separate itemized lines.
- c. KCDC staff shall review the invoice and indicate any necessary reductions, which must be made in accordance with the award conditions. Should the supplier's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. KCDC will notify the supplier of the reductions made and supplied with copies of documentation supporting those reductions.

26. **CHANGES TO THE SCOPE OF WORK AND AWARD TERMINATION**

- a. KCDC at any time may have to change the scope of the contract by written contract modification. On the designated effective date, the supplier shall make the required changes in his/her operation.

- b. Upon receiving notice of the change, the supplier will adjust the monthly invoice (if necessary) to reflect the value of the change in the services under this award.
- c. KCDC may cancel the award at any time for any reason upon giving 30 day written notice to the supplier.
- d. KCDC has the right to cancel the award immediately without prior notice for any breach of any provision of the award if not cured within 7 days from KCDC's written notice to the supplier.

27. **INSPECTIONS AND APPROVAL OF WORK**

- a. KCDC will demand strict conformance to the standards and frequency specified. KCDC will inspect all completed work to ascertain satisfactory completion of the tasks assigned.
- b. KCDC will enforce the standards of this award.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Mowing Services for KCDC's Redevelopment Departments Q1723
Solicitation Document A General Response Section

General Information about the Supplier

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 

Fax Number 

Cell Number 

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

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 Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3 Small Business Woman Owned

Cooperative Procurement by Other Governmental Entities

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

Mowing Services for KCDC's Redevelopment Departments Q1723
Solicitation Document B Supplier Price Schedule

Supplier: _____

Part I Price per size:

Square Feet	Price Quote
Up to 5,700 SF	\$
5,700 to 13,900 SF	\$
13,901 to 27,700 SF	\$
27,701 to 43,560 SF	\$

Part II Options

Area	Price Quote
The entire list of sites	\$
Only the Five Points area	\$
Only the Mechanicsville area	\$
Only Downtown/South Knoxville area	\$

Tax ID	SF	Area
082OL017	2,800	Five Points
082NB023	7,500	Five Points
082ND023	15,000	Five Points
082NL001	14,100	Five Points
082NN007	21,253	Five Points
082NN010	7,000	Five Points
082NP006	10,242	Five Points
082OK005	6,700	Five Points
082OK007	7,000	Five Points
082OK010	7,000	Five Points
082OK013		
082OK014	28,000	Five Points
082OK015		
082OK028	7,466	Five Points
082OL018		
082OL019		
082OL020	32,041	Five Points
082OL021		
082OL022		

Part II

Options (continued)

Tax ID	SF	Area
094CK019	5,335	Mechanicsville
094FC005	9,585	Mechanicsville
094FP013	4,515	Mechanicsville
094FP028	5,800	Mechanicsville
094FQ022	2,775	Mechanicsville
094FQ037	2,500	Mechanicsville
094FQ037	2,500	Mechanicsville
Tax ID	SF	Area
095HC008	62,290	Downtown
094EJ032	8,800	Downtown
108EC009	9,750	South Knoxville

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 vendors, potential vendors, 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/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.

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 this Solicitation Document B 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	

Representations, Certifications, and Other Statements of Bidders
 Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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) _____

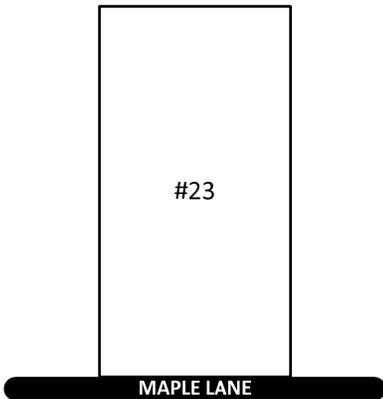
(Title) _____

(Company Name) _____

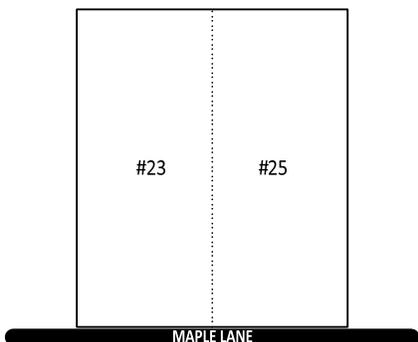
(Company Address) _____

Example 1:

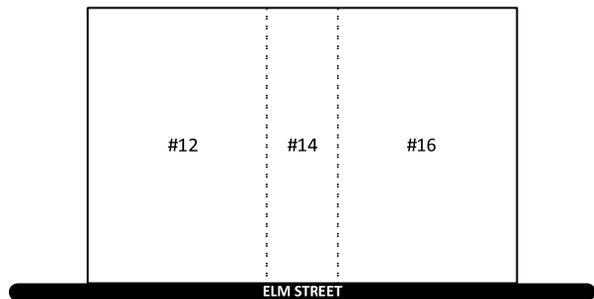
A single lot, #23 Maple Lane prices accordingly.



Another lot, #25 Maple Lane, adjacent to #23, adds to the mowing inventory. The new fee basis is the area of both lots rather than the area of each individual lot.



Example 2: *Three vacant lots, #12, #14, and #16 Elm Street, lie next to each other. Their fee is calculated as a single, large parcel for billing purposes.*



#14 Elm Street is removed from the mowing inventory. The new fee basis is the individual size of each remaining address since they are no longer adjacent.

