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## Request for Written Quotes

### Welding Services (as needed)

**Solicitation Number:** Q1718

**Due Date:** 11:00 a.m. (Eastern Standard Time) on February 17, 2017

**Check KCDC's web page for addenda and changes before submitting your quote**

**Meeting:** None

**Questions:** Submit questions to [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org)

**Deliver to:** Knoxville's Community Development Corporation  
Procurement Division  
901 Broadway N  
Knoxville, Tennessee 37917

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

**Award Results:** KCDC posts both a summary of the bids received and the award decision to its web page at: <http://www.kcdc.org/procurement/>

**Electronic Copies:** Suppliers are encouraged to use the MS Word version of this document. If you need an electronic copy, email [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org).



1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
- b. The intent of this solicitation is to have a supplier under contract with specific prices for welding to perform services as KCDC needs arise.

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.

3. **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.

4. **CONTACT PERSONNEL**

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

5. **CONTACT POLICY**

The supplier may not contact office, officer, agent, or employee of KCDC other than the KCDC's Procurement Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized KCDC 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.

6. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award. Lowest and best determination includes an examination of the supplier's proposed cost, history, experience and staffing. KCDC may or 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 "responsiveness" and "responsibility" of suppliers.

KCDC reserves the right to request additional information from suppliers to assist in the evaluation process.

7. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in this document. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and scroll down to “Resources.” 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.”

8. **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.

**The General Liability policy (or separate Asbestos Abatement policy)** shall be endorsed to include the following provisions:

1. Coverage for asbestos abatement operations as described by the bid specifications and the resulting contract.

2. Pollution coverage as respects asbestos for all phases of the abatement process.
  3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
  4. Asbestos bodily injury coverage for employees of KCDC, supplier, and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area.
- 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.

The certificate holder address shall read:

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

5. 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.
  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 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.
  8. All policies must be written on an occurrence basis.
- g. 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.
  - h. 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.
9. **INVOICING/ORDERING**
    - a. Until a purchase order is in place, do not perform work. If a supplier performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work or goods.
    - b. 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 award structure
5. Be suitable for scanning since KCDC does not maintain paper records

Note: KCDC strongly encourages suppliers to supply computer generated or otherwise typed invoices instead of hand completed invoices.

- c. Suppliers must submit invoices within 90 days of the services provision. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.
- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes.
- e. KCDC normally pays by electronic transfer (ACH) only. Suppliers need to set up their access to KCDC's Supplier Portal to track actual payments made.

10. **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.

11. **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.

12. **QUESTIONS**

Submit questions via email with "Questions about Welding Services" in the subject line to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org). Questions must arrive by 4:00 p.m. five business days prior to the due date.

13. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968, which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful 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.

### Scope of Work

14. **GENERAL**

KCDC desires a full service metal fabrication and installation supplier capable of performing services such as (but not limited to):

- Metal Fabrication
  - Full service machine shop
  - Mig welding, Tig welding and Arc welding
  - Ornamental ironwork
  - Sheet metal work
  - Welding of stainless steel, aluminum and steel
- a. The supplier shall provide all supervision, labor, service trucks, materials, tools, equipment, and appurtenances necessary for the completion of the work specified in this document.
- b. Historically, most of KCDC's welding work has been repairs for dumpsters and handrails.

15. **AFTER HOURS WORK**

The supplier may have to perform work during KCDC's non-working hours or on weekends or holidays. The Project Manager must approve all repairs including afterhours work. The supplier shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the pricing page herein.

16. **CLEANUP**

The supplier shall keep KCDC's premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion of the work, the supplier shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces, and leave the area "broom-clean."

17. **LICENSING**

The State of Tennessee and all other authorities having jurisdiction must properly license all suppliers. Throughout the award, the supplier shall maintain the required licenses.

18. **SCHEDULING OF WORK**

- a. Supplier shall cooperate with KCDC officials in performing the work so that interference with KCDC's normal program is minimized.
- b. The supplier must cooperate in scheduling work so work by other suppliers is not impeded.

19. **SERVICE TICKETS**

The supplier shall furnish Service Tickets for all work performed. Each project requires individual Service Tickets that shall detail Labor, Material utilized, Rental Equipment, and Subcontractors utilized. The Service Tickets shall be imprinted with the company's name and submitted to the Project Manager or his designated representative at the completion of each workday.

Service tickets must include the following:

- a. Facility Name
- b. Equipment Name and ID Number
- c. Personnel Name, Labor Classification, and hours worked
- d. Materials used
- e. A Detailed Description of Work Performed.

20. **SUBCONTRACTORS**

- a. KCDC must approve subcontractors prior to them starting to work. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general supplier. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.

- c. Suppliers may not use the services of other subcontractors not previously approved without KCDC’s prior written permission. If at any time during the term of the award, a supplier adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The supplier shall be completely responsible for the actions of its subcontractors, the same as if the supplier directly employed them.

21. **WAGE COMPLIANCE**

The successful supplier will be required to submit certified wage compliance forms once per month. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.

- a. Suppliers will use two forms:
  1. Employee Statement of Time/Wage Skilled Labor/Employee Statement of Time/Wage Unskilled Labor
  2. Certification of Wage Compliance

KCDC supplies these forms and completion instructions to the successful supplier.

- b. The minimum rates are:

Title	Hourly Rate	Fringe Benefit	Or a Total Wage of at Least
Carpenter	\$11.72	\$3.28	\$15.00
Equipment Operator	\$10.76	\$3.01	\$13.77
Equipment Operator	\$11.72	\$3.28	\$15.00
Housing Craftsman 2	\$11.72	\$3.28	\$15.00
Housing Craftsman I	\$10.76	\$3.01	\$13.77
Laborer	\$7.62	\$2.13	\$9.75
Plumber	\$11.72	\$3.28	\$15.00
Plumber’s Helper	\$9.87	\$2.76	\$12.63
Skilled Laborer	\$8.31	\$2.33	\$10.64
Welder	\$11.72	\$3.28	\$15.00

22. **WORK HOURS**

Supplier complete all work during normal KCDC operating hours (Monday through Friday, 7:30 a.m. to 4:00 p.m.) unless other specific permission is given.

**[This and the Preceding Pages Need Not be Returned with Your Response](#)**



**Welding Services Q1718**

**Solicitation Document B Supplier's Business Information**

Supplier: \_\_\_\_\_

**1 EXPERIENCE:**

Years in business	
Years in business under this name	
Years performing this type of work	
Total number of business clients	
Value of work now under contract	\$
Value of work in place last year	\$
Percentage (%) of work usually self-performed (not sub contracted)	
Has your firm:	
Failed to complete a contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company used for pre-employment criminal background checks?	

**2. SAFETY:**

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

**3. PERSONNEL, EQUIPMENT & MATERIALS:**

How many total employees does your company employ	
<b>Area</b>	<b>Fulltime</b> <b>Part Time</b>
Clerical/Administrators	
Number of Welders	
Number of Supervisors	
Number of Service Trucks	
Total Number of Clients	
State of Tennessee Contractor's License Number	

Supplier: \_\_\_\_\_

The supplier must:

1. Provide information about experience with public entities to show proven and demonstrated abilities.
2. List five references of similar accounts.
3. Provide client references as similar as possible to this work.
4. List firms only once-even if you have done multiple jobs for them.
5. Present information in this format:

Name of the business serviced			
Contact person			
Contact person title			
Contact person's telephone number			
Contact person's email address			
Description of the service provided			
Contract began		Contract ended	
Size of Job			

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.

**Iran Divestment Act:**

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

**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, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of this Affidavit Document and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

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

Supplier: \_\_\_\_\_

**Certifications and Representations of Offerors Non-Construction Contract**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

*For the purpose of this definition, minority group members are:*

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

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

\_\_\_\_\_  
*Signature & Date:*

\_\_\_\_\_  
*Typed or Printed Name:*

\_\_\_\_\_  
*Title:*