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Requests for Quotes

HOUSING PROGRAM ANALYSIS SERVICES

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

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

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

Proposal Number: Q1601

Deliver Proposals to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

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

Award Results: KCDC posts both a summary of the quotes received and the award decision to its web page at:

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

General Information for Proposers

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed proposals. KCDC could simply contact three proposers, obtain quotes and move forward but KCDC has chosen to solicit written proposals from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. The intent of this solicitation is to obtain fixed price proposals from firms to provide for planning, management, finance, administration, training, grants, project development, housing development and redevelopment, and such other needs for various KCDC departments and divisions on an as-needed basis.
- d. It is KCDC's intent to enter into an Indefinite Quantity Contract (IQC) with the successful vendor for provision of these services. The services will be specified and undertaken on a "Task Order" basis. Two such Tasks are in this RFP and upon award; KCDC will issue a Task Order (and resulting purchase order) for them. As needs arise during the term of the award, KCDC will issue additional Task Orders (and resulting purchase orders).
- e. In no event over the course of the award will KCDC expend less than \$5,000 or more than \$75,000 on this award.
- f. The vendor will perform the requested services in support of the KCDC's mission, and in compliance with the requirements of HUD, programs placed upon KCDC by HUD or other entities or established by KCDC.
- g. The vendor shall perform all tasks in a manner consistent with relevant federal, state, and local laws, the Code of Federal Regulations, and various HUD Handbooks and Notices, as appropriate.
- h. The process for issuing a Task Order will be:
 1. KCDC will issue a request for a possible Task Order to the vendor. The request will provide background on the perceived need, it will identify any applicable statutory or administrative requirements, it will indicate the desired services and/or products, it will provide guidance on the anticipated period of performance (including any binding deadline), and the anticipated level of effort. The request may be indicative of, but not inclusive, regarding the need, scope, and/or level of effort. The vendor will provide substantial assistance in responding to the task requirements.

2. The vendor will review the request. Within the specified period for response, the vendor will prepare a draft Task Order.
3. The draft Task Order will provide the following:
 - a. Task Leader and key staff
 - b. Work Plan and schedule
 - c. Budget and schedule of payments
4. KCDC will review the draft Task Order and approve it intact, negotiate modifications, or reject it with a request for resubmittal. If KCDC rejects a proposed Task Order, it can choose to pursue completion of the work by other means.
5. KCDC will issue a binding purchase order as its notice to proceed. The work will begin within fourteen days unless otherwise specified in the Task Order Plan.
6. The vendor will deliver all work products in appropriate form, with a hard copy (which may be reproduced), and with an electronic version, which is compatible with the system used by KCDC

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 vendor. Should additional costs arise, KCDC reserves the right to accept these charges provided the vendor can document the increased costs. KCDC reserves the right to add or delete sites (properties) as needs change.

3. **CONTACT POLICY**

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

4. **CONTACT PERSONNEL**

A good working relationship must develop between KCDC and the successful vendor. The vendor 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 vendor will introduce the new contacts to KCDC personnel.

5. **EVALUTION:**

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

Item	Points
Vendor experience in public housing management and operations including understanding of the statutory and regulatory framework that governs KCDC	30
The vendor's capacity to handle this project in a timely manner	25
The methodology the vendor will utilize to handle this work	15
Cost	30
Total Possible Points	100

- a. The evaluation team may choose to first rank the submittals in ordinal order. If so, only the highest ranked submittals will be scored in detail.
- b. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each proposer on the shortlist. KCDC reserves the right to require the proposer to provide a demonstration of the product and all of its options and functions.
- c. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.
- d. KCDC will consider as “non-responsive” any submission from which required information is lacking or any submission that represents a material deviation from this solicitation.
- e. KCDC reserves the right to request additional information from any proposer after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all submission, to select one or more proposers, or to award no award and re-advertise this solicitation; postpone or cancel the process at any time, and to waive any irregularities in this solicitation or in submissions received as a result of this solicitations.
- f. All materials submitted pursuant to this solicitation become KCDC’s property. KCDC does not release information about submittals until the process is complete and a recommendation is ready for the KCDC Board.
- g. KCDC reserves the right to use all pertinent information whether disclosed in the solicitation process or learned from sources that affect KCDC’s judgment as to the appropriateness of an award to the best-evaluated proposer.

6. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions are at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the proposer accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” Proposers may wish to review certain applicable HUD instructions on KCDC’s webpage.

7. **INSURANCE**

The vendor shall maintain, at its sole expense, at all times during the life of the agreement insurance coverages and limits in accordance with the vendor's standard business practices and acceptable to KCDC. Coverage must include *Errors and Omissions Liability (E & O) / Professional Liability* with a minimum policy limit of \$1,000,000. The limits afforded by this policy shall apply only to KCDC and KCDC's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

Upon award, the vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

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.

The vendor 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 vendor under this agreement.

8. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Depending upon the nature and volume of the award, vendors may be asked 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. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
 - 4. Leave an invoice at the work site, mail them, email them or fax them.
- 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 award structure. For instance, if the award is priced by the hour, 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. For example:

ACME Company 123 Any Street Sometown, TN 37999 865.555.1212			
Invoice Date	05-31-15		
Invoice Number	12345		
Purchase Order Number	123456-123456		
Service/Delivery Date	05-28-15		
Service/Goods Details			
Item	Rate	Quantity	Total
Labor Hours-Laborer (per bid)	\$20.00	6	\$120.00
Labor Hours-Technician (per bid)	\$25.00	4	\$100.00
Rock (per ton with 8% discount)	\$50.00	1	\$50.00
Dumping Fee	\$100.00	1	\$100.00
Boards, 2 x 4, pressure treated (per bid)	\$1.00	75	\$75.00
Grand Total			\$445.00

5. Be suitable for scanning since KCDC does not maintain paper records.

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

- d. Invoices must be submitted within 90 days of the date the goods or services were. KCDC reserves the right to not pay 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 vendors purchase goods for KCDC, the vendor 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 vendor. If taxes are on KCDC’s invoices, they will not be paid.
- f. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued.
9. **LENGTH OF AWARD**
 The length of the award will initially be 12 months. The award will have four one-year optional renewals that can be exercised upon KCDC's request.

10. **PRICE STRUCTURE**

- a. At the end of the award term, the successful proposer may request a price increase. Proof of increased cost to the successful proposer must accompany price increase requests. KCDC may, at its option:
 - 1. Accept the proposed price increase.
 - 2. Reject the proposed price increase.
 - 3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful proposer may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- c. Price decreases are allowed at any time with or without notice.

11. **QUESTIONS**

Submit questions pertaining to this document via [email](mailto:purchasinginfo@KCDC.org) with "Questions about Housing Program Analysis Services" in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

12. **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 vendor 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 vendor 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 vendor 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.
13. **SUBCONTRACTORS**
Subcontractors must:
- a. Be approved by KCDC prior to beginning work.
 - b. Not be on HUD's Debarment List.
 - c. Carry the insurance coverages as outlined herein.
 - d. Not be changed without KCDC's permission.
 - e. Comply with the Davis Bacon requirements and submit certified payrolls.

Task Orders to be Priced

Task 1: Study KCDC Housing department management structure and make suggestions on the best ways to re-structure and implement a new management tree, including the addition of a multi-family housing department. KCDC is in the process of switching 2100 units to the RAD PBRA model. This will include a variety of different complexes using various financing tools.

Task 2: Conduct a review of KCDC's ACOP, ACOP guide, LIPH Lease, Section 8 Admin Plan and give written suggestions to improve each document in an effort to make the Section 8 and Low Income Public Housing programs more efficient and, as applicable, to standardize processes and procedures across programs. The review should also point out any perceived cost savings recommendations, compliance recommendations and recommendations on any matters that will improve customer service and customer/employee safety. RAD/multi-family conversion of multiple LIPH properties must be considered, as KCDC will be converting approximately 2100 LIPH units to RAD via the PBRA program. Any ways to make the various program bases similar, compatible, more efficient and more financially stable should be reviewed. KCDC is also attempting to become a virtually paperless operation over the next three (3) years, and this should be considered when evaluating programs.

Submittal Instructions

Follow these steps and guidelines when preparing your proposal.

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

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

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Solicitation Document A General Response and Cost Section

General Information about the Proposer

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

Printed Name and Title 

Company Name 

Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

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

Addenda

Addenda are posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3

Small Business

Woman Owned

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Solicitation Document B Affidavits

Vendor: _____

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement; and
4. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. The vendor is not ineligible for employment on public contracts because of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award let by the State of Tennessee or any political subdivision thereof.
6. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.
7. No employee, officer or agent of the grantee or subgrantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
9. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted in response to this solicitation is in full compliance with the listed requirements.

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

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Submittal Document C

Vendor Experience and Regulatory Understanding Information

Vendor: _____

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work. Vendors may provide additional relevant information as they desire.

1. A narrative of the firm’s history.
2. Years in business
3. Number of clients
4. Value of work under award
5. Percentage of work usually self-performed (not sub contracted)
6. Has your firm ever failed to complete an award?
7. Has your firm been involved in bankruptcy or reorganization?
8. Are there pending judgments for suits against your firm?
9. Staff Size (include details of the number of clerical, managers, analysts, et cetera).
10. Provide an organizational chart.
11. Detail your firm’s knowledge of HUD and other regulatory agencies policies and regulations for Public Housing Authorities.
12. Detail your firm’s knowledge of Tennessee laws concerning public housing and housing in general.
13. Detail your firm’s knowledge of KCDC’s relationships with the City of Knoxville and the County of Knox.
14. Provide three client references as similar as possible to this work in the format shown below. KCDC prefers references from “affordable housing” companies but will accept other references at its discretion. A vendor may only list a company once even if you have done multiple jobs for them. KCDC reserves the right to contact and interview the listed references via electronic survey means.

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person’s telephone number	
Contact person’s email address	
Description of the service provided (effort and complexity)	
Identify contract issues and explain how they were addressed and resolved	
Award began	
Award ended	
Approximate Dollar Value of the Award	\$

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Submittal Document D

Timelines Proposed

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work in a timely manner. Vendors may provide additional relevant information as they desire.

1. When will the vendor be ready to start the Task Order work identified in this document?
2. When will the vendor complete the Task Order work identified in this document?
3. For future Task Orders, estimate the approximate number of business days required before work commences.

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Submittal Document E

Methodology

Vendor: _____

Vendors are to detail the planned methodology for the Task Order identified herein and their expected methodology for future Task Orders.

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Submittal Document F

Cost

Vendor: _____

1. Provide a Total Project Cost for the Initial Task Orders:

Task 1: Study KCDC Housing department management structure and make suggestions on the best ways to re-structure and implement a new management tree, including the addition of a multi-family housing department.

Task 2: Conduct a review of KCDC’s ACOP, ACOP guide, LIPH Lease, Section 8 Admin Plan and give written suggestions to improve each document in an effort to make the Section 8 and Low Income Public Housing programs more efficient and, as applicable, to standardize processes and procedures across programs.

2. Cost for Future Work

Vendors are to provide a price for future potential work using a format similar to that shown below. However, vendors are encouraged to make this section germane to their operation and thus personalize nomenclature.

Type of Service	Cost
Clerical/Administrative	\$ per hour
Analyst/Reviewer	\$ per hour
Management Services Related to Task Orders	\$ per hour
Travel (if/when applicable)	\$ per hour
Other (fill in description):	\$ per hour
Other (fill in description):	\$ per hour
Other (fill in description):	\$ per hour

Vendor: _____

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

Vendor: _____

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title: