



Terry McKee, Procurement Director  
 901 N. Broadway • Knoxville, TN 37917-6699  
 865.403.1133 • Fax 865.594.8858  
[procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org)  
[www.kcdc.org](http://www.kcdc.org)

**Request for Quotes**

<b>Solicitation Name and Number</b>	Food Items for The Manor Q2206
<b>Upload Responses by</b>	2:00 p.m. on March 15, 2022 (as KCDC's clocks indicate)
<b>Upload your responses (as one document) to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC's webpage)
<b>Questions About This Solicitation</b>	<b>KCDC will not accept questions via telephone.</b> Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on March 10, 2022.
<b>Bid Opening</b>	This bid will be "opened" electronically and interested parties may attend via Zoom only. To obtain the Zoom link, email <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> .  The bid tabulation is normally posted to KCDC's webpage within four hours of the bid opening time.
<b>Award Results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents</b>	All documents provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage for addenda and changes before submitting your response</b>	

## 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 Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- c. KCDC operates The Manor at Northgate Terrace (4301 Whittle Springs Road in Knoxville). The Manor provides supportive services for seniors wanting to maintain an independent life style. The Manor offers services to seniors who are 60 years and older in an active community. The Manor provides a private apartment setting specifically for individuals who are experiencing daily living issues often associated with the aging process. Residents are charged rent based on their income in addition to a monthly service fee. Part of that fee covers breakfasts for which KCDC buys the products. The intent of this solicitation is to arrive at an arrangement with a supplier to provide products as needed.

### 2. Brand Names

The quoted brand names are to provide potential suppliers with a reference point for the quality and characteristics of the desired products. If generic brands are as good as and less expensive than brand names, KCDC will consider them. Exact product size may vary, depending on availability of store brands. When suppliers choose to bid "equal" products they:

- a. Will submit descriptive literature with their bid
- b. May be asked to submit samples
- c. Acknowledge that KCDC is the final arbitrator of "equality."

### 3. Award Length

The initial award period will be one year. The award will have four one-year optional renewals that can be exercised upon KCDC's request.

### 4. Changes after Award

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

### 5. Contact Policy

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the

conditions of the resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

**6. COVID-19/Pandemic Requirements**

In the event of a pandemic (or similar event), the successful supplier will adhere to the rules and regulations in place at the time.

**7. Delivery**

Generally, KCDC will need the items delivered on a monthly basis. However, if the supplier waives fees for not ordering specific quantities, KCDC will consider ordering every 1.5 months.

**8. Evaluation**

KCDC will arrive at the “lowest and best” solution for the final award. This may or may not entail simply awarding to the supplier quoting the lowest cost.

- a. 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 and KCDC uses NIGP’s definitions to make these determinations.
- b. KCDC reserves the right to request additional information from suppliers to assist in the evaluation process. This includes references and business capacity information.

**9. General Instructions to Suppliers**

KCDC’s General Instructions to Suppliers are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.” The following paragraphs in the General Instructions to Suppliers do not apply: 15, 16, 43, 44b, 44c, and 44d and 69.

**10. Invoicing**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and 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.
- c. KCDC pays by electronic transfer (ACH). Supplier’s accounts receivable staff must use KCDC’s Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC’s Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC’s Supplier Portal to track payments, consider whether to submit a response to this solicitation.
- d. Invoices must:

- Be numbered.
- List a date on them that is after the work is completed or goods delivered.
- List the purchase order number.
- Breakdown pricing according to the award structure.
- Show the supplier's name and address.

#### 11. **Price Structure**

- At the end of each month the successful supplier may request a price increase. The supplier must provide proof of increased cost to the Procurement Division via email if requested. The cost will also decrease if the supplier's actual costs decrease. If the price increase is not accepted, the supplier may:
  - Continue with the existing pricing, or
  - Suggest an alternative price increase, or
  - End the award.
- KCDC does not pay fuel surcharges.
- KCDC will consider price increases due to tariffs and embargos upon submitted documentation. However, KCDC reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.
- In the event of a pandemic or similar event, KCDC and the supplier will jointly work to resolve labor and materials issues including delivery, completion and cost.

#### 12. **Smoke Free Policy**










- KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
  - No smoking on KCDC's property
  - No e-vape or similar usage on owner's property
  - The Smoke Free policy applies in personal or corporate vehicles on KCDC's property
- Applicable definitions include:
  - "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
  - "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.

- Property means all buildings, parking lots, streets, structures and **land** owned by KCDC. Should your staff be observed violating these requirements, KCDC's Procurement Division will notify you about the problem. Should there be recurrences, KCDC may ask you to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your award.

### 13. **Solicitation Requirements**

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

**[This and the preceding pages do not need to be returned](#)**

Solicitation Document A: General Information about the Supplier	
<b>Note: Complete all cells even if the answer is "Does not apply"</b>	
<b>Sign Your Name to the Right of the Arrow</b> 	
If completing this document in Adobe, an electronic signature is acceptable to KCDC.	
Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" ( <a href="http://www.kcdc.org">www.kcdc.org</a> ) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.	
<b>Printed Name and Title</b> 	
<b>Legal Corporate Name</b> 	
<b>Street Address</b> 	
<b>City/State/Zip</b> 	
<b>Contact Person (Please Print Clearly)</b> 	
<b>Telephone Number</b> 	
<b>Cell Number</b> 	
<b>Supplier's E-Mail Address (Please Print Clearly)</b> 	
Addenda	
Addenda are at <a href="http://www.kcdc.org">www.kcdc.org</a> . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.	
Acknowledge addenda have been issued by checking below as appropriate:	
None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5 <input type="checkbox"/>
Statistical Information (Check all that apply in the three items below)	
<b>1. This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>2. This business qualifies as a small business by the State of Tennessee</b> <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>3. This business is owned &amp; operated by persons at least 51% of the following ethnic background:</b>	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/> Hasidic Jew <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> White <input type="checkbox"/> Publicly Owned <input type="checkbox"/>
Prompt Payment Discount	
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.	
Mastercard Acceptance	
My company will accept Mastercard without additional fees?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Solicitation Document B** | **Costs Offered**

ITEM	DESCRIPTION	TYPICAL ORDERING FREQUENCY	PACKAGING	COST
Isopropyl (Rubbing) Alcohol 91%	Store Brand	5 bottles per month	16 oz.	\$
Apple Juice	"White House"	5 cases every five weeks	8 – 64 oz. jars	\$
Cereal	"Kellogg's Raisin Bran"	1 case every five weeks	12 – 18 oz boxes	\$
Cereal	"Total" or "Bran Flakes"	Alternate with "Raisin Bran"	12 – 17.3 oz boxes	\$
Cereal	"Kellogg's Corn Flakes"	1 ½ cases every 5 weeks	12 – 12 oz. boxes	\$
Coffee	"Maxwell House" Decaffeinated	1 case every five weeks	6 – 34.5 oz can	\$
Cream of Wheat	"Nabisco" microwave, individual packages Cream of Wheat	5 – 6 boxes per month	12- 12 oz. boxes	\$
Grape Juice	"Welch's" (100% juice – no sugar): Not a "juice drink"	4 cases every five weeks	8 – 64 oz. jars	\$
Grits	"Quaker" Regular instant, microwave, individual packages	1 ½ cases every five weeks	12 – 12 oz. boxes	\$
Jelly	"Smucker's" - "Fifty-Fifty" Sugar Free, grape	16 jars, 2 count package every 5 weeks	8 – 12.75 oz. jars	\$
Jelly	"Smucker's" - "Fifty-Fifty" Sugar Free, strawberry	16 jars, 2 count package every 5 weeks	8 – 12.75 oz. jars	
Jelly	"Welch's" Grape	½ case every five weeks	12 – 32 oz. jars	\$
Jelly	"Parade" Strawberry	½ case every five weeks	12 – 18 oz. jars	\$
Jelly	"Bama" Apple Jelly	½ case every five weeks	12 – 18 oz. jars	\$
Jelly	"Whitehouse" Apple Butter	1 case every 5 weeks	12 – 24 oz. jars	\$
Margarine	"Country Crock" or "Shedd's Spread" Vegetable Oil - Tubs	1 case every five weeks	6 – 2 lb. + 13 oz	\$
Mixed Fruit	"Del Monte Fruit Cocktail" Light syrup or in juice	3 cases every five weeks	24 – 15 oz. cans	\$
Oatmeal	"Quaker" Regular, instant, microwave, individual packages	1 ½ cases every five weeks	12 – 12 oz. boxes	\$

ITEM	DESCRIPTION	TYPICAL ORDERING FREQUENCY	PACKAGING	COST
Oatmeal	"Quaker" Instant, maple or brown sugar, microwave individual packages	1 ½ cases every five weeks	12 – 12 oz. boxes	\$
Pancakes	"Pillsbury" Frozen, microwaveable	4 cases every five weeks	9 – 32 oz. bags	\$
Peaches	"Del Monte Light"	5 cases every five weeks	24 – 15 oz. cans	\$
Pears	"Del Monte Halves"	8 cases every five weeks	12 – 15 oz. cans	\$
Plates	"Solo" 6" Plastic - 6" laminated foam	10 boxes every six months	12 – 6.78 inch	\$
Sugar	Packets	1 case annually	2000 count per box 1.10 oz	\$
Sweetener	"Sweet n Low "	1 case annually	1200 count per box 12 – .035 oz.	\$
Syrup	"Northwood's" Light	1 case per month	12 – 24 oz. bottles	\$
Syrup	"Northwood's" Sugar Free (must be sugar free)	2 cases per month	12 – 24 oz. bottles	\$
Toilet Bowl Cleaner	Non-industrial	1 case every 3 – 4 months	12 – 24 oz. containers	\$
Vinegar	White	1 case every 3 – 6 months	4 – 1-gallon containers	\$
Bleach	Store Brand	4 – 1-gallon containers per month	1 gallon	\$
Dishwashing Liquid	Store Brand	1 – 2 bottles per month	24 – 25 oz.	\$
Delivery Charge \$				
<b>Do not change KCDC's pricing structure (shown above) without KCDC's permission.</b>				



**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 known 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/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

**Non-Collusion**

10. Neither the said supplier nor any of its officers, partners, KCDC, 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, KCDC, employees, or parties in interest, including this affiant.

**Accuracy of Electronic Copies**

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

**No Contact/No Advocacy Affidavit**

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

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

<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>	

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

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

*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.*

*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.*

*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)