



Terry McKee, IT & Procurement Director

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purchasinginfo@kcdc.org
www.kcdc.org

Invitation for Bids

Solicitation Name and Number	LED Lights Q2109
Responses Must Arrive No Later Than	11:00 a.m. on November 5, 2020 (as KCDC's clocks indicate)
Deliver Responses to	purchasinginfo@kcdc.org
Electronic Copies	Bidders are to use the MS Word version (or other software) posted on KCDC's website to provide a typed response. The final bid is to be submitted in Adobe format.
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date and Time	Not applicable
Solicitation Meeting Connection	Not applicable
Site Visit Schedule	Not applicable
Questions About This Solicitation	KCDC will not accept questions via telephone. Submit questions to purchasinginfo@kcdc.org by 6:00 p.m. on October 31, 2020.
Solicitation Opening	The "bid opening" will be conducted via Zoom . Contact purchasinginfo@kcdc.org to obtain the meeting link.
Award Results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage (https://www.kcdc.org/procurement/) for addenda and changes before submitting your response	



General Information

1. Definitions

- a. "Requirements Contact" and "Term Bid" are standing arrangements between KCDC and a supplier in which prices and terms are decided and in which during the duration, KCDC *may* call on the supplier to deliver goods or services (or both) under the terms and at the agreed to pricing.
- b. "Senior Asset Manager" is the manager of one or more KCDC properties. He or she may delegate the administration of this work to an "Asset Manager" or "Maintenance" employee. In any case, the Senior Asset Manager or designee will request work as needs arise.
- c. "Supplier" is inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."

2. 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. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC provides "management services."
- b. KCDC has begun replacing existing light fixtures with LED fixtures and bulbs as funding allows. The purpose of this solicitation is to have agreed to pricing with a supplier so that these items can be easily and quickly purchased as KCDC needs arise. The result will be a "requirements contract" as defined above.
- c. The brands and models listed herein are from SE Lighting Solutions. KCDC will consider equals provided the supplier sends an email request with complete information about the equal item to procurementinfo@kcdc.org in sufficient time for KCDC to approve the request before the bid due date. KCDC reserves the right to request samples as part of the evaluation.
- d. KCDC will consider LED Boards instead of tubes. List these as an alternate.
- e. KCDC is interested in housing in beige, chrome and white. Indicate if any cost extra.
- f. KCDC requires the supplier(s) to reach out to small business, minority owned businesses and women owned businesses as possible subcontractors if subcontracting services are needed.

3. Changes after Award

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

4. Codes and Ordinances

All products and work provided under this award, 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.

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. Contract Length

The length of the contract will be for twelve months. The contract will have four one-year optional renewals that can be exercised upon KCDC’s request.

7. Evaluation

- a. KCDC alone determines (using NIGP’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid is one fully conforming in all material respects to the solicitation document and all of its requirements, including all forms and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.
- c. KCDC will review all bids and reserves the right to request necessary modifications, waive minor technicalities, reject all bids, reject any bid that does not meet mandatory requirement(s) or cancel this solicitation, according to KCDC’s best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC’s best interest and consistent with good business practices.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award.
- e. KCDC score and award to the best overall supplier(s) on the following evaluation scale:

Factors	Maximum Points
Cost	100
Total	100

8. General Instructions

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.” These paragraphs in the “General Instructions” document ***do not*** apply to this solicitation: None.

9. Invoicing/Ordering

- 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, should consider whether or not to submit a response to this solicitation.

- d. Since KCDC is the managing partner for nine separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus, the supplier will generally:
 - Bill each specific site for work performed or goods delivered.
 - Create separate invoices for Eastport LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP showing them as the “Owner” or “Bill To” entity.
- e. 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

10. Price Structure at Renewals

- a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the agreed to price. The supplier(s) must provide proof of increased Producer Price Index (Knoxville) to the Procurement Division.

- b. KCDC will decide whether to accept a price increase. If the price increase is accepted, the solicitation file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- c. KCDC does not pay fuel surcharges.
- d. KCDC will consider price increases due to tariffs and embargos upon submitted documentation. 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.
- e. Suppliers may lower prices at any time with or without notice

11. **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 solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

[This and the Previous Pages Do Not Need to be Returned](#)

Solicitation Document A-General Information about the Supplier

Sign Your Name to the Right of the Arrow →

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" (www.kcdc.org) 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.

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Cell Number →

Supplier's E-Mail Address (Please Print Clearly) →

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a response.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee Yes No
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

This business qualifies as Section 3 business (as defined by HUD): Yes No
51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30% or more of its workforce or commits to subcontract at least 25% of the project's dollars to a Section 3 business.

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No For a fee of _____

Insurance

I have reviewed the insurance requirements and will comply with them without exception. Yes No

Solicitation Document B-Costs Offered

	Product Item#	Description	Brand & Model Quoted	Cost Each
1.	A19-06SP1 5000K	A19 LED Bulb, 6W, Frosted, Daylight, 470 Lumens, 5000K, Medium Base, Non-Dimmable, Equivalent to 40W		\$
2.	A19-09SP1-D 2700K	A19 LED Bulb, 9W, Frosted, Soft White, 810 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 60W		\$
3.	A19-09SP1-D 5000K	A19 LED Bulb, 9W, Frosted, Daylight, 810 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 60W		\$
4.	A19-12SP1-D 2700K	A19 LED Bulb, 11.5W, Frosted, Soft White, 1055 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 75W		\$
5.	A19-12SP1-D 5000K	A19 LED Bulb, 11.5W, Frosted, Daylight, 1055 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 75W		\$
6.	B11-03SER-Gold-2700K	3W LED B11 Candle Bulb 2700K Gold Base		\$
7.	B11-03SER-Silver-2700K	3W LED B11 Candle Bulb 2700K Silver Base		\$
8.	B11-04SER-Gold-2700K	4W LED B11 Candle Bulb 2700K Gold Base		\$
9.	B11-04SER-Silver-2700K	4W LED B11 Candle Bulb 2700K Silver Base		\$
10	B11-05SER-Gold-2700K	5W LED B11 Candle Bulb 2700K Gold Base		\$
11	B11-05SER-Silver-2700K	5W LED B11 Candle Bulb 2700K Silver Base		\$
12	BR20-08SP1 2700K	BR20 LED Bulb, 8W, Frosted, Soft White, 630 Lumens, 2700K, Medium Base, Non-Dimmable, Equivalent to 50W		\$
13	BR20-08SP1 5000K	BR20 LED Bulb, 8W, Frosted, Daylight, 630 Lumens, 5000K, Medium Base, Non-Dimmable, Equivalent to 50W		\$
14	BR20-08SP1-D 2700K	BR20 LED Bulb, 8W, Frosted, Soft White, 630 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 50W		\$
15	BR20-08SP1-D 5000K	BR20 LED Bulb, 8W, Frosted, Daylight, 630 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 50W		\$
16	BR30-10SP1-D 2700K	BR30 LED Bulb, 10W, Frosted, Soft White, 810 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 65W		\$

	Product Item#	Description	Brand & Model Quoted	Cost Each
17	BR30-10SP1-D 5000K	BR30 LED Bulb, 10W, Frosted, Daylight, 810 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 65W		\$
18	BR30-12SP1-D 2700K	BR30 LED Bulb, 12W, Frosted, Soft White, 1055 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 75W		\$
19	BR30-12SP1-D 5000K	BR30 LED Bulb, 12W, Frosted, Daylight, 1055 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 75W		\$
20	BR40-18SP1-D 2700K	BR40 LED Bulb, 18W, Frosted, Soft White, 1521 Lumens, 2700K, Medium Base, Dimmable, Equivalent to 100W		\$
21	BR40-18SP1-D 5000K	BR40 LED Bulb, 18W, Frosted, Daylight, 1521 Lumens, 5000K, Medium Base, Dimmable, Equivalent to 100W		\$
22	C35-04WSER1- 2700K	4W -C35 Filament LED Candle Bulb		\$
23	C35-06WSER1-2700K	6W -C35 Filament LED Candle Bulb		\$
24	SL-ELP14-W40-5K	40W 1'X4' EDGE-LIT PANEL - Ceiling Fixture, 4000 Lumens, 5000K, 0-10V Dimming, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
25	SL-ELP22-W40-5K	40W 2'x2' EDGE-LIT PANEL - Ceiling Fixture, 4000 Lumens, 5000K, 0-10V Dimming, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
26	SL-ELP24-W52-5K	52W 2'X4' EDGE-LIT PANEL - Ceiling Fixture, 6760 Lumens, 5000K, 0-10V Dimming, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
27	SL-ELP24-W70-5K	70W 2'X4' EDGE-LIT PANEL - Ceiling Fixture, 7000 Lumens, 5000K, 0-10V Dimming, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
28	SL-G25-W08-5K	G25 LED – Vanity Bulb 5,000K 8W		\$
29	SL-GU10-W06-2700K	6W LED GU10 Base		\$
30	SL-GX23-W06-5000K	6W-GX23, 5000K Can Bulb		\$
31	SL-GX23-W08SS1-4K	GX23 LED 8W, 2-pin, Replacement for CFL GX23 13W-18W, 800 lumens, Direct Wire, AC85-277V, 3 Year Warranty, 50000 Hour		\$
32	SL-LCB-W5-5K-CLR	5W LED CORD BULB - 5000K, E26, 550LM, Clear Diffuser, 100-277VAC, Replaces 30W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$

	Product Item#	Description	Brand & Model Quoted	Cost Each
33	SL-LCB-W7-5K-CLR	7W LED CORD BULB - 5000K, E26, 770LM, Clear Diffuser, 100-277VAC, Replaces 40W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
34	SL-LCB-W9-5K-CLR	9W LED CORD BULB - 5000K, E26, 990LM, Clear Diffuser, 100-277VAC, Replaces 80W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
35	SL-LCB-W12-5K-CLR	12W LED CORD BULB - 5000K, E26, 1320LM, Clear Diffuser, 100-277VAC, Replaces 50W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
36	SL-LCB-W15-5K-CLR	15W LED CORD BULB - 5000K, E26, 1720LM, Clear Diffuser, 100-277VAC, Replaces 120W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
37	SL-LCB-W20-5K-CLR	20W LED CORD BULB - 5000K, E26, 2300LM, Clear Diffuser, 100-277VAC, Replaces 100W Halide, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
38	SL-LCB-W30-5K-CLR	30W LED CORD BULB - 5000K, E39, 3450LM, Clear Diffuser, 100-277VAC, Replaces 175W Halide, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
39	SL-LCB-W40-5K-CLR	40W LED CORD BULB - 5000K, E39, 4600LM, Clear Diffuser, 100-277VAC, Replaces 250W Halide, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
40	SL-LCB-W60-5K-CLR	60W LED CORD BULB - 5000K, E39, 6900LM, Clear Diffuser, 100-277VAC, Replaces 300W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
41	SL-LCB-W80-5K-CLR	80W LED CORD BULB - 5000K, E39, 9200LM, Clear Diffuser, 100-277VAC, Replaces 400W Incandescent, 50,000 Hours, DLC, UL-Listed, 5 Year Warranty		\$
42	PAR20-07WSER-2700K	7W LED PAR20 Bulb Ledone 2700K		\$
43	PAR20-07WSER-5000K	7W LED PAR20 Bulb Ledone 5000K		\$
44	PAR30-11WSER-5000K	11W PAR30 LED Bulb 5000K		\$
45	PAR30-12WSER-2700K	12W PAR30 LED Bulb 2700K		\$
46	PAR30-18SYL-D-4000K	PAR38 18W LED - E27 Base - Indoor/Outdoor		\$
47	PAR38-15WSER-HL-2700K	PAR38 LED 15W HL Can Light Bulb- 2700K		\$

	Product Item#	Description	Brand & Model Quoted	Cost Each
48	PAR38-15WSER-HL-5000K	PAR38 LED 15W HL Can Light Bulb - 5000K		\$
49	PAR38-18SYL-D-4000K	PAR38 18W LED - E27 Base - Indoor/Outdoor		\$
50	PAR56-30WSER-D-WT	30W - PAR56 GX16D Base, White Housing, Aluminum + Plastic Housing w/ PC Lens, AC100-277V,120-deg Beam Angle, IP68, 3 Year Warranty		\$
51	RDL-09WSGL 5000K	9W LED 4inch Recessed Downlight Retrofit, Energy Star, UL Listed, (65W Replacement), 5000K Daylight White, 720 lumens		\$
52	RDL-11WLO56-D 5000K	11W, 5-6" RECESSED DOWN LIGHT, White Trim, 5000K, DAYLIGHT, 0-10V Dimming, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
53	RDL-15W56-2700K	15W LED, 5-6" RECESSED DOWN LIGHT - RETROFIT, White Trim, 1100 lumens, 2700K, Soft White, AC120V, 50,000 Hour		\$
54	SMK-14ELP	1'X4' SURFACE MOUNT KIT for 1'x4' Edge-Lit Panel, White.		\$
55	SMK-22ELP	2'X2' SURFACE MOUNT KIT for 2'x2' Edge-Lit Panel, White.		\$
56	SMK-24ELP	2'X4' SURFACE MOUNT KIT for 2'x4' Edge-Lit Panel, White.		\$
57	T8P-09WLO-24-5000K	9W - 24" LED T8 LINEAR TUBE, LED One, PC/Aluminum, 1300 Lumens, 5000K, Frosted, Non-Dimmable, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
58	T8P-18WJI-48-5K	18W - 48" LED T8 LINEAR TUBE, 2-pin, PC/Aluminum, 2200 Lumens, 5000K, Frosted, Non-Dimmable, Ballast Compatible/Direct Wire, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
59	T8P-18WJI-48-4K	18W - 48" LED T8 LINEAR TUBE, 2-pin, PC/Aluminum, 2200 Lumens, 4000K, Frosted, Non-Dimmable, Ballast Compatible/Direct Wire, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
60	T8U-18WLO-24-4000K	18W - 24" LED T8 U-SHAPED TUBE, PC/Aluminum, 2000 Lumens, 4000K, Frosted, Non-Dimmable, AC100-277V,		\$

	Product Item#	Description	Brand & Model Quoted	Cost Each
		50,000 Hour, DLC, UL-Listed, 5 Year Warranty		
61.	T8U-18WLO-24-5000K	18W - 24" LED T8 U-SHAPED TUBE, PC/Aluminum, 2000 Lumens, 5000K, Frosted, Non-Dimmable, AC100-277V, 50,000 Hour, DLC, UL-Listed, 5 Year Warranty		\$
62.	Discount Off Other (specify brand/model/category)			%
63.	Discount Off Other (specify brand/model/category)			%
64.	Discount Off Other (specify brand/model/category)			%

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.

Accuracy of Electronic Copies

10. 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.

Non-Collusion

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

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier with any KCDC 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 KCDC 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.

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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)