

Request for Quotes

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive quotes for the services detailed herein.

Carpet for the Rental Office at Montgomery Village

Due Date: February 9, 2012

Due Time: By 11:00 a.m. (as shown by KCDC's clock)

Quote Number: Q1222

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

Faxed/Emailed Responses are acceptable: Yes No

Site Visit/Pre-Bid: To arrange a site visit contact James Pruitt at 403-1380

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.



Special Instructions to Vendors

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 sixteen housing properties with approximately 4,000 dwelling units. KCDC is seeking bids from qualified vendors to replace the existing carpet in the rental office at the Montgomery Village Apartment Complex with new carpet as detailed herein.
- b. KCDC desires:
- Carpet: "On the Cover Philadelphia Center Stage" commercial grade carpet by Shaw.
 - Color: Blue (but specifics will be worked out between the site manager and the successful vendor.
 - Padding: To be recommended by the vendor
 - Labor and Materials required: Vendor provided.
 - Existing Carpet & Padding: Vendor will remove and properly dispose of it.
 - Furniture: Vendor will move furniture and return it to its original location as required.

2. CODES AND ORDINANCES

All work covered by these contract documents is to be done in full accord with national code, state and local codes, ordinances, and orders as are in effect at the time of the work. All requirements of the local building department and fire jurisdiction are to be fulfilled by successful vendor and its sub-vendors.

3. GENERAL INSTRUCTIONS

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions may be found at www.kcdc.org. Please click on "Doing Business With KCDC" where you will find the instructions. By submitting a response to this solicitation, the proposer accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." The proposer may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

4. INSURANCE

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

- a. *Commercial General Liability Insurance:* occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this resulting contractor or be no less than two times the occurrence limit.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 2. For any claims related to this project, contractor's insurance coverage shall be primary insurance as respects to KCDC, its officers, officials, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
 3. At the sole discretion of KCDC, dedicated limits of liability for this specific project may be required.
- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance:* maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Vendor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Vendor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of KCDC.
- d. *Other Insurance Requirements.* Vendor shall:
1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to certificates of insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.

5. Require all subcontractors to maintain during the term of the resulting contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Vendor. Vendor shall furnish subcontractors' certificates of insurance to KCDC without expense immediately upon request.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. The insurer shall agree to waive all rights of subrogation against KCDC, its officers, officials and employees for losses arising from work performed by the contractor for KCDC.
8. All policies must be written on an occurrence basis. Use of policies written on claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.
9. Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage. Contractor shall maintain such coverage for a period of two (2) years from the date of KCDC's final acceptance of the project.

5. **MATERIALS AND WORKMANSHIP**

All materials and equipment furnished shall be new and best quality. Work shall be accurate, workmanlike and subject to approval of KCDC. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Vendor shall furnish material samples for approval if applicable and so desired by KCDC.

6. **MEASUREMENTS AND DRAWINGS**

Drawings or measurements included with contract documents are for the convenience of the vendor. Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions. Where work of vendor is to join another trade, the vendor's shop drawings shall show actual dimensions and the method of joining the work of those trades.

7. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule, and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits in regard to completed work.

8. **METHOD OF EVALUATION**

KCDC will evaluate the responses to this solicitation on cost. All bids are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors.

9. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Carpet for Montgomery Village Q1222” in the subject line, no later than 4:00 p.m. (KCDC time) one week prior to the proposal due date to purchasing@KCDC.org. The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

10. **SAFETY AND PROTECTION**

- a. The vendor (and subcontractors) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- b. The vendor (and subcontractors) shall ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the vendor.
- c. The vendor shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the vendor.

11. **SCHEDULING OF WORK**

- a. Bidder shall cooperate with KCDC officials in performing the work so that interference with KCDC’s normal program will be held to a minimum.
- b. The bidder must be cooperative in scheduling work for KCDC so as to not hold up work being performed by other vendors.

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. Bidder 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.

13. **SUBCONTRACTORS**

- a. Subcontractors must be approved by KCDC prior to them starting to work. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general bidder. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC. If at any time during the term of the resulting contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.

14. **WAGE COMPLIANCE (DAVIS BACON)**

As a federally funded project, Davis Bacon Wage Requirements will apply to this work. This means:

- a. The successful vendor is required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful vendor's employees must be paid at least weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters must be displayed at the job site. These are available at <http://www.kcdc.org/Pages/Purchasing/Purchasing.aspx>.
- d. KCDC personnel will conduct on-site interviews of the vendor's employees to ascertain that Davis Bacon provisions are being followed. KCDC will use HUD forms and record the information.
- e. General Decision Information

General Decision Number	TN120023
Date	01-06-2012
State	Tennessee
Construction Types	Residential
Counties	Anderson and Knox
Residential	Consisting of single family homes and apartments up to and including four stories
Modification Number	0

- f. Classifications and rates:

Classifications and Rates	Rate	Fringes
Bricklayer	\$12.72	\$0.00
Carpenter (including cabinet installation)	\$13.89	\$0.00
Cement Mason/Concrete Finisher	\$16.00	\$0.00
Electrician	\$18.52	\$2.32
Laborer: Common or General	\$8.00	\$0.00
Laborer: Landscape	\$12.33	\$0.30
Operator: Backhoe	\$13.17	\$0.00
Plumber	\$17.50	\$0.00
Roofer (including shake and shingle)	\$10.25	\$0.00
Welders: Receive rate prescribed for craft performing operation to which welding is incidental.		

- g. Unlisted Classifications needed for work not included within the scope of the classifications listed above may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
- h. These requirements apply to all subcontractors that may be used by the successful vendor.

[This and the preceding pages need not be returned with your response](#)

Carpet for the Rental Office at Montgomery Village Q1222

Solicitation Document A General Response Section
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General Information about the Proposer

Sign Your Name to The Right of the Arrow



Printed Name and Title	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Fax Number	
Cell Number	
Vendor's e-mail address (Please Print Clearly)	

Please acknowledge addenda have been issued by checking below as appropriate:

None: Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Addenda are not mailed but 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 your proposal.

Statistical Information

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

NA-This is a corporation	<input type="checkbox"/>	White ¹	<input type="checkbox"/>	Black ²	<input type="checkbox"/>	Native Americans ³	<input type="checkbox"/>
Hispanic ⁴	<input type="checkbox"/>	Asian/Pacific ⁵	<input type="checkbox"/>	Hasidic Jew ⁶	<input type="checkbox"/>		

As defined on KCDC's webpage, this business qualifies as being:

Small Business	<input type="checkbox"/>	Section 3	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>
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Total Project Cost	\$	
Calendar days required for completion		

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation, circumstances and contents of the attached bid or proposal;
2. Such bid or proposal is genuine and not sham nor is it the result of collusion;
3. Neither the said firm 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 bid or proposal in connection with the contract or agreement for which the attached bid or proposal has been submitted. Bidders or proposers will refrain from making a bid or proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the price or the proposal 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 contract or agreement; and
4. The price or prices quoted in the attached bid or proposal are fair and proper and are 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.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Antitrust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. 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.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with subcontractors who utilize the services of illegal immigrants.
2. By signing below the proposer agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.

Solicitation Document B Affidavits Continued

- b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.

- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting proposals for a period of one year.

The undersigned proposer hereby acknowledges receipt of the above applicable law and verifies that the proposal he/she has submitted in response to this solicitation is in full compliance with the listed requirements.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this ____ day of _____ 20____.

Notary Public My commission expires: _____

Solicitation Document C HUD Form 5369A

Complete the form on the following pages and return them with your bid.

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

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

You need to review the following pages.
There are areas where you must check "yes"
or "no." After you have reviewed the form,
checked "Yes" or "No" in the appropriate boxes,
sign the form and return it with your response.

This page need not be returned

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <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)