901 PARDEE STREET • P.O. Box 59 JOHNSON CITY. TN. 37605-0059 Office 423.232.4784 • Fax 423.232.4789 jchousing.org

Request for Proposals

<u>Lawn Maintenance Service – Myrtle Ct - 2025</u>

Proposal Number: RFP-LMS Myrtle Ct 1-2025

Issue Date: January 1, 2025

Due Date: February 1, 2025

Due Time: 4:00 PM (Eastern Standard Time)

Deliver RFP Submission to: 901 Pardee Street

Johnson City, TN. 37601

Mailing Address: P.O. Box 59

Johnson City, TN. 37605-0059

Note: Some courier services may not deliver to PO boxes.

Proposals must be in a sealed 10" X 13" envelope, clearly marked with the title, "RFP-Lawn Maintenance Myrtle Ct 2025," and the vendor's name and address, complete

with all requested information.

Pre-Proposal Conference: 10:00 a.m. on January 15, 2025 at 901 Pardee Street

Johnson City, TN. 37601.

Please read this document prior to the meeting.

Availability & Award Results: The RFP documents are posted and available at Johnson

City Housing Authority's webpage at: www.jchousing.org
Award results will also be posted at conclusion of RFP

process.

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General Information for Vendors

1. OVERVIEW

Keystone Development Inc. is inviting qualified Lawn Maintenance Service entities to submit sealed proposals for Lawn Maintenance Services Myrtle Ct 2025.

- a. Proposals will only be considered from qualified vendors. Vendor must have the capabilities including staff and equipment with proper licensing as applicable.
- b. The successful vendor shall provide all materials, labor, and equipment to perform lawn maintenance services at Keystone Development Inc. sites as listed in this RFP.
- c. Contract would be contingent on funding availability and satisfactory work performance by the successful vendor.

2. LENGTH OF AWARD

Contract will initially be for one year (one mowing season); however, at Keystone Development Inc.'s option we may exercise four one-year renewals. Keystone Development Inc. intends to renew services yearly pending such factors as; satisfactory job performance, funding availability, cost agreement, etc.

3. <u>ACCEPTANCE</u>

Proposer's submission in response to this RFP will constitute acceptance of these terms and conditions of the RFP.

4. SITE(S) LOCATION

The Development site applicable to this RFP are as follows:

Number	Development Site	Approximate	Location
		Acreage	
i.	Myrtle Ct (PH1 and PH2)	1.28	505 Steel St (between Steel St. and Iron St.)

a. Maps of the properties are included with this RFP. Vendor to field verify each location and development size. The acreage listed above may include buildings, parking areas, etc. and does not necessarily mean the area to be mowed. These acreage numbers are listed only to give a general idea of the property's size.

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5. CHANGES AFTER AWARD & ADDITIONAL PROPERTIES

Keystone Development Inc. reserves the right to remove and/or revise service at any development site if warranted. An example of this scenario would be demo or major site construction at a specific development effecting the mowing acreage. Keystone Development Inc. also reserves the right to add additional properties if the need arises. In such a matter, Keystone Development Inc. would consult with contracted vendor regarding scope of work and costs. After consultation and cost review, Keystone Development Inc. would make determination if award for additional properties is feasible or if other vendor proposals are warranted.

6. TIMEFRAME

Start date for mowing of a site will be determined by Keystone Development Inc. staff and notification will be provided to the successful vendor. The mowing cuts at each site will take place approximately once a week, weather permitting. The mowing season is estimated to take place between March and October but will be determined by Keystone Development Inc. staff according to actual weather conditions.

7. BOARD APPROVAL

The Keystone Development Inc. Board will consider the award of this solicitation at a regularly scheduled Board meeting.

8. CODES AND ORDINANCES

All work covered by the award document is to be completed in full accord with national, state, and local code, ordinances and orders that are in effect at the time the work is performed.

9. CONTACT PERSONNEL

A good working relationship must be developed between Keystone Development Inc. and the successful vendor. The vendor must have a contact person to handle billing inquiries and service related issues.

10. EMPLOYEES

Vendor will:

- a. Only allow trained and skilled personnel to perform the task assigned.
- b. Ensure that safe work practices are used during lawn maintenance activities and comply with all safety regulations including, OSHA and/or TOSHA regulations.
- c. Have sufficient personnel to complete the work in a timely manner.
- d. Enforce discipline and good order among his/her employees. Employees may not loiter on the premises before or after working hours.

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- e. Provide at least one employee on every job assignment who is able to clearly speak, read, write and understand English in order to be able to communicate with Keystone Development Inc.'s representatives.
- f. Ensure only authorized employees are on site with proper identification.
- g. Provide safe and reliable equipment for employee's use.

11. EVALUATION

Keystone Development Inc. will determine the responsiveness and responsibility of each proposal. Once responsiveness and responsibility are determined, Keystone Development Inc. will evaluate the remaining responses on the following criteria:

Factors	Maximum Points
Costs- Provide and completed proposed mowing costs in	20
accordance with table listed in Section 27.	
Capabilities & Staffing-Provide capabilities of company	20
and staff including a narrative of company and how many	
years in business. Provide documentation to explain adequate	
number and availability of employees to complete the	
mowing cycles on time.	
Equipment & Financial Capacity-Provide documentation	20
of suitability and availability of appropriate equipment, tools,	
etc., for work solicited. Provide information regarding	
financial capacity to purchase and maintain appropriate	
equipment to conduct mowing service.	
Experience & References-Provide documentation of	40
demonstrated lawn maintenance experience including at least	
3 references. Specify the type of experience such as	
residential, commercial, and/or government entity.	
Total Points Possible	100

- a. After review of each applicable proposal in accordance with factor and point analysis, an evaluation team will determine successful vendor and recommend award.
- b. Keystone Development Inc. will consider as "non-responsive" any proposal from which required information is lacking or any proposal that represents a material deviation from this RFP.
- c. Keystone Development Inc. reserves the right to request additional information from any vendor after the submission deadline. Keystone Development Inc. also reserves the right to reject any and all parts of any and all proposals, to select a vendor, or re-advertise, postpone or cancel the RFP process at any time, and to waive any irregularities in this RFP or in the proposals received as a result of this RFP.
- d. All material submitted pursuant to this RFP becomes the property of Keystone Development Inc.. Keystone Development Inc. will not release information about proposals until the

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process is complete and a recommendation is made to the Keystone Development Inc. board. Member of the evaluation team will not release any information to anyone except appropriate internal staff.

e. Keystone Development Inc. reserves the right to use all pertinent information, whether disclosed in the RFP process or learned from other sources, which could affect Keystone Development Inc.'s judgement as to the appropriateness of an award to the best-evaluated vendor.

12. <u>INSURANCE</u>

Upon award, a Certificate of Insurance must be provided to Keystone Development Inc. indicating that the vendor carries at least the following minimum levels of insurance. Vendor will at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for which a claim may arise from or in connection with this resulting award. Listed insurance requirements are not intended to and will not in any manner limit or qualify the abilities and obligations assumed by the vendor. The successful vendor must list Johnson City Housing Authority as an additional insured and as a certificate holder.

- a. Commercial General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 aggregate
- b. Automobile Liability Insurance: Combined single limit of \$1,000,000 per occurrence
- c. Worker's Compensation Insurance and Employer's Liability Insurance: with statutory limits as required by the state of Tennessee or other applicable laws

13. **INVOICING**

After authorization and commencement of work, vendor may bill Keystone Development Inc. monthly for services rendered. Invoice to be dated with an invoice number and provide a recap of all charges for the billing period. No invoice is to include tax since Keystone Development Inc. is tax exempt.

14. LICENSING

Vendor to submit copies of trade licenses and/or permits if applicable. TN does not currently require a license for mowing only services; however, local licensing requirements may apply and will be required as warranted.

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15. CONTRACT TYPE

The contract type will be considered a <u>Requirements Contract</u> and no minimum or maximum work will be guaranteed. Keystone Development Inc. anticipates approximately 35 mowing cuts at each site for the mowing period (yearly contract term) which normally runs from March to October, depending on weather conditions.

16. SCOPE OF SERVICES

Scope of Service are listed as follows:

Submit proposals on paperwork identified with your company's letterhead.

- a. Grounds will be mowed at a height of not less than 2 inches but no more than 3 inches, with an estimated cut of 2 ½ inches (allowing for variations in the terrain) subject to Authority representative determination and approval. Scalping of grounds will not be permitted.
- b. Equipment will be maintained in good condition, with cutting edges sharp to prevent "tearing" of the grass blades
- c. All trash and debris shall be removed prior to cutting the grass
- d. All grass areas shall be trimmed by mechanical means near buildings, sidewalk areas, trees, and other fixed objects, i.e., statues. Trimming to include grass that protrudes through cracks in pavement, street, sidewalks and playgrounds.
- e. Care should be taken to avoid damaging plantings, buildings, signage, etc.
- f. All walks and curbs will be trimmed to achieve a crisp, well-maintained look on the borders.
- g. All grass clippings, debris, and dirt shall be removed from walkways, curbs, and mulched areas.
- h. Grass clippings, debris, and dirt shall not be blown into the public streets, vehicles, porches, playgrounds, or landscaped areas.
- i. All excessive clippings and grass clumps will be removed from the areas at the end of each day and shall not be placed in Keystone Development Inc.'s dumpsters.
- j. Work to be conducted no earlier than 7:30 AM and must be completed during daylight hours, Monday through Friday unless an alternate schedule is approved or requested by Keystone Development Inc. staff.
- k. One site is to be completed before moving to the next site, unless directed otherwise by Keystone Development Inc. staff.
- 1. The successful vendor will be responsible for all damages to public and private property, which is the result of their actions. Tenant claims of loss or damage shall be settled between the tenant and vendor.

17. WAGE COMPLIANCE

The successful vendor must comply with the applicable wage rate for the classification "Grounds" as determined in the attached Maintenance Wage Rate Determination (HUD-52158). Keystone Development Inc. staff may periodically conduct vendor employee interviews while workers are on site.

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18. SUB-CONTRACTORS

The successful vendor may not subcontract service without pre approval from Keystone Development Inc. Approved subcontractors must abide by contract requirements, including insurance coverages as outlined herein.

19. INDEMNIFICATION/HOLD HARMLESS

The successful vendor agrees to protect, indemnify and hold Keystone Development Inc. harmless from and against any and all loss, liability expense, damage, charge and costs (including court costs and counsel fees) suffered or alleged to have been suffered as a result of any act or omission on the part of vendor or others whose services are engaged by vendor or any directly or indirectly employed or controlled by either of them in the course of the performance of the services provided for in this award or contract.

20. YEARLY PRICE ADJUSTMENTS

After the mowing season and before the potential renewal of the next year (if Keystone Development Inc. elects to renew) a price increase may be requested by the successful vendor. Proof of increased cost including fuel cost must accompany price increase request. Price adjustment request must be submitted no later than December 15th each year. Submittals regarding price adjustment request beyond December 15th will not be accepted and price is to remain unchanged. Renewals (if applicable) are to be completed and executed in February to allow for potential mowing activities in March. Once the renewal is executed, amount is fixed-price (with economic price adjustment) for the yearly period. Requested Price Adjustments will be reviewed and Keystone Development Inc. may, at its option:

- a. Accept the proposed price increase; or
- b. Reject the proposed price increase; or
- c. Suggest an alternative price increase
- d. Elect not to renew and end service

If Keystone Development Inc. rejects a requested price adjustment, the successful vendor may:

- e. Continue with the existing pricing.
- f. Suggest an alternate price increase.
- g. End service.
- h. The table as listed below is an <u>approximate</u> timeline of events regarding contract, price adjustments and renewals.

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February 18th 2025	Initial Contract Execution	
March-October	Anticipated Mowing Season	
November Assume Keystone Development Inc.'s intention to Renew unless notifi		
	otherwise	
By December 15th	Price Adjustment Request Submittal (if applicable)	
December 16 th – January 1 st	Keystone Development Inc.'s price review period (if applicable) and decision to	
	renew or end service	
January 2 nd	Keystone Development Inc. to provide notice regarding decision to renew or	
	end service	
February 15 th	Renewal Execution (if applicable)	

21. ECONOMIC PRICE ADJUSTMENTS

Keystone Development Inc. understands that fuel prices fluctuate widely and may change during the course of the mowing season (contract year). If fuel prices increase more than:

- 20% of the AAA Tri-Cities fuel cost as noted below a 2% maximum adjustment may be granted to the mowing cycle charge.
- 40% of the AAA Tri-Cities fuel cost as noted below a 3% maximum adjustment may be granted to the mowing cycle charge.
- 60% of the AAA Tri-Cities fuel cost as noted below a 4% maximum adjustment may be granted to the mowing cycle charge.
- 80% of the AAA Tri-Cities fuel cost as noted below a 5% maximum adjustment may be granted to the mowing cycle charge.

Conversely, if the average price of gasoline decreases by these amounts, the decrease will also be placed into effect.

a. As of December 10, 2024 the Tri-Cities current average fuel cost per gallon according to triple A (AAA) fuel gauge report is <u>\$2.73</u> for regular unleaded fuel and is noted for future reference. Examples are given in table below.

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Average Gas Price	% Gas	Increased Gas	Increase to Mowing Cycle Charge
(per Gallon)	Increase	Price (per Gallon)	
2.73	20% - 39%	3.28 - 3.79	2%
2.73	40% - 59%	3.82 - 4.34	3 %
2.73	60% - 79%	4.37 - 4.89	4 %
2.73	80% - 99%	4.91 - 5.43	5 %

- b. Keystone Development Inc. would not be required to pay any fuel expenses beyond the maximum mowing increased cycle charge of 5%. In the event of an extreme economic gas price increase of 100% or more, Keystone Development Inc. would consider price increase negotiations with the successful vendor.
- c. Vendor would be required to notify Keystone Development Inc. regarding gas price increase and ensuing economic price adjustment.
- d. If economic price adjustments are warranted and approved, the increase must be listed separately on the monthly invoice reflecting the applicable 2%, 3%, 4%, or 5% additional charge to the mowing cycle. Vendor must provide documentation regarding increased per gallon gas price for the Tri-Cities Metro area and submit proof of verification from AAA website at www.fuelgaugereport.aaa.com/ or any other creditable and Keystone Development Inc. approved source. Increased mowing cycle charges will only apply to completed mowing cycles in developments that occurred after the date of documentation from triple A (AAA). Keystone Development Inc. would be under no obligation to pay additional charges if not requested, documented, and billed with itemized listings. Decreases in fuel costs in accordance with these amounts are to be billed accordingly with no request or approval from Keystone Development Inc. necessary.

22. BONDS

Due to scope of work being determined "Non-Construction", Bid bonds will not be required. However, it is the responsibility of the successful vendor to provide verification of capabilities, adequate staffing, equipment, and financial capacity to perform services in a reliable and sufficient manner. Lack of sufficient documentation regarding verification may require Performance & Payment Bonds of the successful vendor as determined by Housing Authority staff and Keystone Development Inc. reserves the right to do so.

23. SUBMITTAL INSTRUCTIONS & ATTACHED FORMS

Instructions and information regarding forms to be completed and submitted are as follows:

- a. Submit proposals on paperwork identified with your company's letterhead.
- b. Be thorough with firm information as it pertains to services and Evaluation Factors.
- c. Please do not submit brochures or advertisement and limit submittal to 20 pages or less.
- d. Submit one original and two copies of proposal submittal in one sealed envelope by the determined due date, with the wording "RFP Submittal, Lawn Maintenance Myrtle Ct 2025" noted on envelope.

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- e. Complete and submit within RFP submittal the "General Response & Information Section" form, attached within this packet.
- f. Complete and submit within RFP submittal the "Proposed Mowing Costs" form, attached within this packet.
- g. Complete and submit within RFP submittal, a completed and executed form HUD-5369-C (Certifications and Representations of Offerors, Non-Construction Contract), and Non-Collusive Affidavit. Both forms are attached within this packet.
- h. HUD-5369-B (Instructions to Offerors Non-Construction) is listed for informational purposes only and is incorporated by reference to www.hud.gov.
- i. Addendums (if applicable) will be posted at Keystone Development Inc.'s website. It is the responsibility of the entity submitting a bid and/or proposal to obtain posted Addendum and check appropriate box on "General Response & Information Section" form.

24. SUCCESSFUL VENDOR COMPLIANCE

- a. The successful vendor must comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines and provide certification through contract signature or other forms, as provided by Housing Authority.
- b. The successful vendor must comply with Section 3 of the HUD act of 1968 and encourage utilization of Minority and Women Business Enterprises as feasible.
- c. All work shall be done in accordance with the latest building codes, state and federal laws, relative to public works contracts including the Americans with Disabilities Act.
- d. The successful vendor must not knowingly utilize the services of illegal immigrants in the performance of a contract for good or services.

25. QUESTIONS

Questions pertaining to RFP are to be submitted no later than 4:30PM on January 20, 2025 in writing, including email to adamwilliams@jchousing.org. Questions regarding substantive technical information deemed necessary for proposal submittal would be addressed and posted as an addendum on Keystone Development Inc.'s website.

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26. GENERAL RESPONSE & INFORMATION SECTION (Return with Submittal)

RFP-Lawn Maintenance Myrtle Ct 2025 (RFP-LMS Myrtle Ct 1-2025)

Representative Signature:		
Vendor Name:		
Street Address:		
City / State / Zip		
Vendor Phone Number:		
Vendor Fax:		
Contact Name:		
Contact Title:		
Contact Cell Number:		
Vendor's E-Mail Address		
Received Addendums (check a none none none none none none none no	all that apply) dendum 2 □Addendum 3 □Addendum 4 □Addendum 5	
	regarding HUD's reporting requirements, please check all that apply:	
□ Section 3 Business- Section 3 Businesses are:		
	lents of public housing or persons whose income does not exceed HUD'	
local area low-income limits (1 2 1	
-	full time employees who are Section 3 residents; or	
c. Can provide evidence of a f meet a. or b.	irm commitment to award 25% or more of sub-contract to business that	
□ Women Business Enterpri	se (WBE)-	
	rn that is at least 51% owned by one or more women, and whose	
nanagement and daily business operations are controlled by one or more of these owners.		

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□ Minority Business	Enterprise	(MBE)-
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Is defined as a business concern that is at least 51% owned by minorities and whose management and
daily operations are controlled by one or more of these owners.
Racial/Ethnicity

• Please include copies of any applicable certifications regarding Section 3, WBE, or MBE status

27. VENDOR PROPOSED MOWING COSTS (Return with Submittal)

For the purpose of submitting Cost Proposal as indicated in the Evaluation Factor noted at Section 11, please complete and submit proposed costs under Column C for each Development Site and multiply by the <u>Anticipated Number of Mowing Cuts</u> (35) under Column D for a Total Estimated Cost per Development Site in Column E. Complete the Grand Total at the bottom of Column E

A. Development Site	B. Approximate Acreage	C. Fixed Amount per Mowing Cut	D. Multiplied by Anticipated Number of Mowing Cuts (Cycles) (35)	E. Total Estimated Cost per Development Site
Myrtle Ct	1.28	\$	Multiply by 35 (X 35)	

\$	
(35) GRAND TOTAL	

28. ATTACHMENTS

- Maintenance Wage Rate
- HUD 5369-C
- Non Collusive Affidavit
- Myrtle Ct. Map
- Myrtle Ct. Aerial Picture, Parcel: 039P E 009.00 000
- AAA, Tri-Cities Average Per Gallon Fuel Cost (12/10/24)

HUD-52158 Maintenance Wage Rate Determination

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

4114(b) and 25 USC § 4225(b), respectively.)		
Agency Name:	DBLS Agency ID No:	Wage Decision Type:
		☐ Routine Maintenance
		☐ Nonroutine Maintenance
	Effective Date:	Expiration Date:
The following wage rate determination is made pursuant to Set Housing Agencies), or pursuant to Section 104(b) of the Nativ 1996, as amended (Tribally Designated Housing Entities), or p Assistance and Self-Determination Act of 1996, as amended (contractors shall pay to maintenance laborers and mechanics actually perform. DBLS Staff Signature	e American Housing Assistar oursuant to Section 805(b) of Department of Hawaiian Hom	nce and Self-Determination Act of the Native American Housing le Lands). The Agency and its
DDES Staff Signature	Date	
Name and Title		
		OUDLY WASE DATES
WORK CLASSIFICATION(S)		OURLY WAGE RATES
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

Previous editions obsolete. HUD-52158 (05/2022)

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
 - (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

For the purpose of this definition,	minority group members are
(Check the block applicable to you	1)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that—
 - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

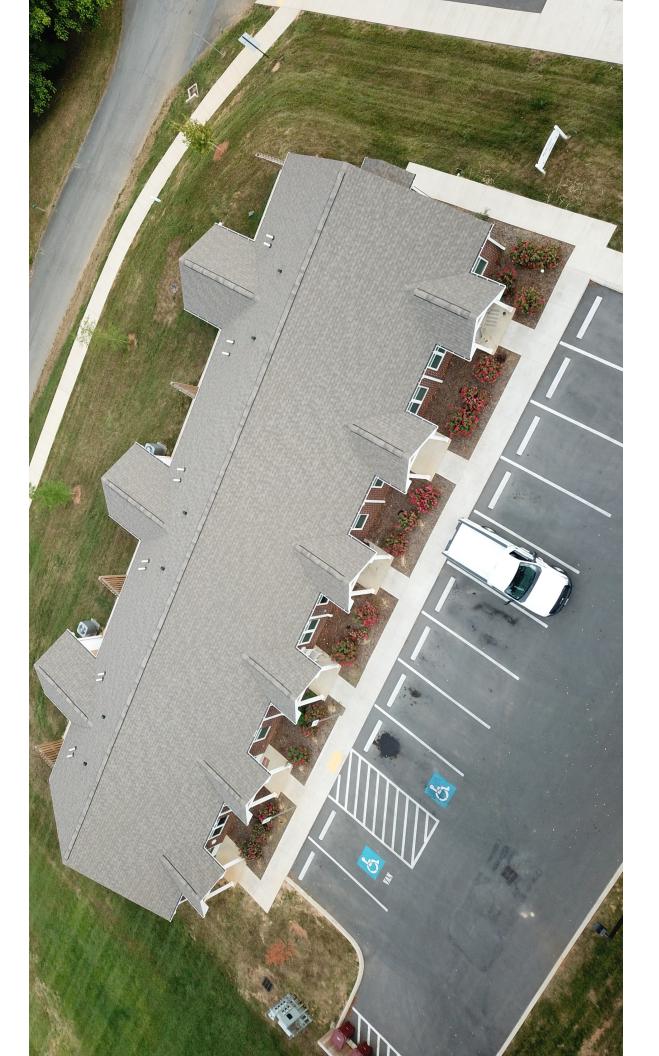
7. Offeror's Signature

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

Signature & Date:	
Typed or Printed Name:	
Title:	

NON-COLLUSIVE AFFIDAVIT

State of		
County of		
Iand says:	(name), being fir	st duly sworn, deposes
anu says.		
That he/she is of the party making the foregoing proposal of not collusive or; that said bidder has not or indirectly, with any bidder or person to and has not in any matter, directly or indicommunication or conference, with any pother bidder, to fix overhead, profit or cost or to secure any advantage against the Ho	or bid, that such proposal colluded, conspired, consorput in a sham bid or to a rectly sought by agreemed person, to fix the bid prices st element of said bid pri	or bid is genuine and nived or agreed, directly refrain from bidding, ent or collusion, or e of affiant or of any ce, or that of any other
proposed contract; and that all statements		
	Sign	nature of:
_	(Bidder, if the	bidder is an Individual)
_	(Partner, if the	bidder is a Partnership)
	(Officer, if the	bidder is a Corporation)
Subscribed and sworn to before me this _	day of	, 20
Notary Public		-
My Commission Expires:		







× Property Detail Q

	County	WASHINGTON
	Owner	KEYSTONE DEVELOPMENT INC
	Property Address	STEEL ST 505
	Parcel ID	039P E 009.00
	Deeded Acreage	0
\	Subdivision	CARNEGIE LAND CO ADD
1	Subdivision Lot	27R

PROPERTY ASSESSMENT DATA

CLICK HERE IF YOU HAVE A CONCERN ABOUT THIS PROPERTY



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TENNESSEE AVERAGE GAS PRICES (1)

	Regular	Mid-Grade	Premium	Diesel
Current Avg.	\$2.666	\$3.096	\$3.465	\$3.250
Yesterday Avg.	\$2.673	\$3.092	\$3.464	\$3.243
Week Ago Avg.	\$2.686	\$3.112	\$3.494	\$3.281
Month Ago Avg.	\$2.758	\$3.180	\$3.569	\$3.328
Year Ago Avg.	\$2.812	\$3.215	\$3.595	\$3.858

HIGHEST RECORDED AVERAGE PRICE

	Price	Date	
Regular Unleaded	\$4.642	6/12/22	
Diesel	\$5.642	6/15/22	_

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1 of 3 12/10/2024, 3:27 PM

TENNESSEE METRO AVERAGE PRICES (1)

Expand all | Collapse all

Sort A-Z

Chattanooga (TN only)

Clarksville-Hopkinsvil	le (TN only)
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Cleveland

Jackson

Johnson City

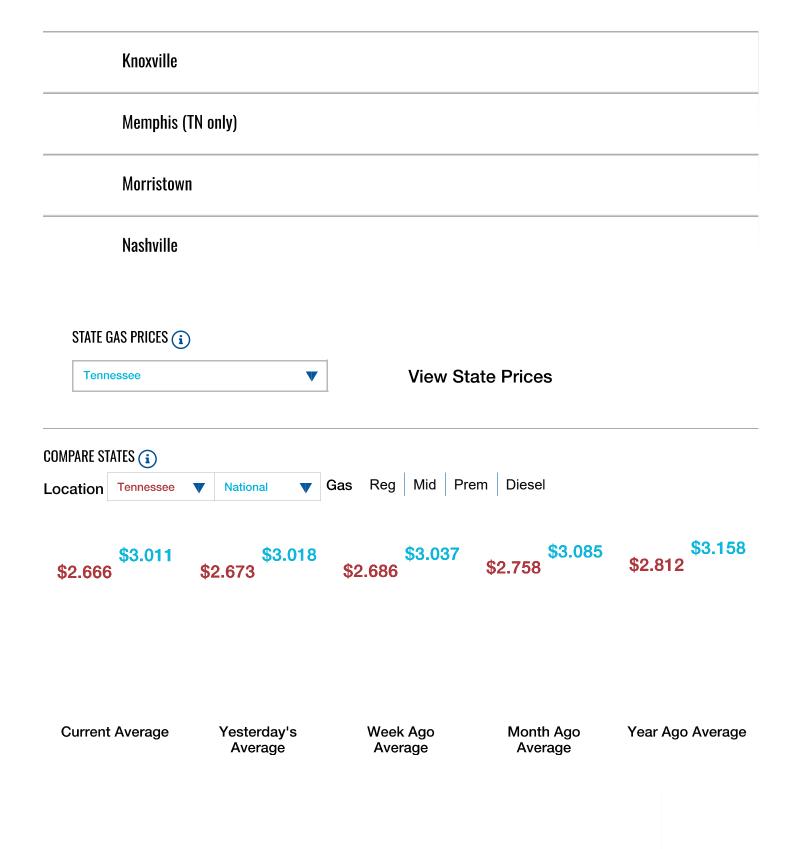
	Regular	Mid	Premium	Diesel
Current Avg.	\$2.737	\$3.170	\$3.535	\$3.318
Yesterday Avg.	\$2.733	\$3.187	\$3.514	\$3.313
Week Ago Avg.	\$2.754	\$3.197	\$3.536	\$3.340
Month Ago Avg.	\$2.815	\$3.236	\$3.616	\$3.344
Year Ago Avg.	\$2.816	\$3.179	\$3.570	\$3.964

HIGHEST RECORDED AVERAGE PRICE

	Price	Date	
Regular Unleaded	\$4.616	6/10/22	
Diesel	\$5.689	6/11/22	

Kingsport-Bristol

2 of 3



3 of 3