OAKLAND COURT I, L.P. 415 N. Maple St. Murfreesboro, TN 37130 615-893-9414

Request for Quote: A2021-03 Relocation Services – Moving Contractor

Brief Scope

Oakland Court I, L.P., managed by Murfreesboro Housing Authority of Murfreesboro, TN, is seeking quotes from qualified Moving Contractors to provide all labor, equipment, tools, moving supplies, vehicle(s) and transportation to provide moving/relocation services for up to 76 families returning to the Oakland Court I, L.P. development. Oakland Court I, L.P. will provide moving boxes, box sealing tape, and packing paper to our families who will be moving. ("Families" are also referred to as residents or tenants).

The newly constructed apartments in Oakland Court I, L.P. are located on North Academy Street, Lokey Avenue and Shuttles Drive, Murfreesboro, TN 37130. It is an apartment community which consists of one and two-story, walk-up buildings. There are up to 76 total families to be moved, consisting of 14 one-bedroom apartments, 32 two-bedroom apartments, 22 three-bedroom apartments, 6 four-bedroom apartments, and 2 five-bedroom apartments.

All relocation services will be performed by the moving contractor within a 25-mile radius of Oakland Court I, L.P. Oakland Court I, L.P. moves should take place between October 15, 2021 and December 31, 2021. The 76 families will be moved back as blocks of new apartments are completed.

Qualified moving contractors shall perform the following:

General Requirements and Information

- 1. Contractor shall provide quality assurance in strict accordance with all current moving company industry standards as well as the terms, conditions, special Contract requirements, specifications, attachments and exhibits contained in the General Conditions of Contract as well as this project's contract documents.
- 2. Verification of existing conditions. It shall be the Contractor's sole responsibility to verify existing conditions as related to Relocation Services set forth in the scope of work. The Contractor shall be satisfied that there are no discrepancies between actual field conditions and the final Scope of work as issued. Before ordering materials/products, the Contractor shall verify all conditions to insure proper execution of the items of work. The Contractor shall notify the Oakland Court I, L.P.'s Relocation Specialist immediately of any hidden condition discovered which might affect the progress of work.
- 3. The work shall be done during regular Oakland Court I, L.P.'s working hours Monday through Friday 7:30 a.m. 4:30 p.m. The Contractor shall coordinate with our Relocation Specialist to receive authorization to work outside of regular Oakland Court I, L.P.'s working hours.
- 4. Contractor shall provide at all times a clean work site, including designated storage areas, free from accumulation of waste materials.



- 5. The Contractor shall protect the resident's property including furniture, personal items, etc. at all times.
- 6. Contractor shall maintain documentation of project to ascertain compliance with the General Requirement of the contract.
- 7. Oakland Court I, L.P. is not responsible for providing toilet facilities, water, or temporary power to perform the work. These items may be provided at Oakland Court I, L.P.'s discretion.
- 8. All current applicable OSHA rules and regulations must be followed at all times. Security of work site area will be the responsibility of the Contractor.
- Extreme care is to be taken at all times regarding the safety of residents and Oakland Court I,
 L.P. staff. Cost of preparation and delivery of proposal are solely the responsibility of the Contractor.
- 10. Oakland Court I, L.P. will not pay any fuel surcharges.
- 11. **Changes After Award:** It is possible that after award Oakland Court I, L.P. will need to revise the service needs or requirements specified in this document. Oakland Court I, L.P. reserves the right to make changes after consultation with the Contractor. Should additional costs arise, the Contractor must document increased costs. Oakland Court I, L.P. reserves the right to accept and negotiate these charges.
- 12. **Damage:** The awarded Contractor is responsible for any and all damage to buildings, equipment, grounds, premises, resident belongings and all other types of potential damage resulting from the provision of the services requested herein.

13. Employees:

Contractor will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.

 Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so Oakland Court I, L.P.'s staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Any and all successful contractors, contractor's employees, contractor's sub-contractors and the employees of any sub-contractors must submit to



a criminal history records check at the contractor's expense, conducted by the Tennessee Bureau of investigation and the Federal Bureau of Investigation. The contractor must provide proof of satisfactory results from background checks for each employee who will work for Oakland Court I, L.P.

14. Equipment

Contractor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of work.

15. Evaluation

- a. Oakland Court I, L.P. alone determines the contractor'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 proposal is one the fully conforms in all material respects to the solicitation document and all of its requirements, including all forms and substance.
- b. Oakland Court I, L.P. reserves the right to request additional information to assist in the evaluation process.
- c. Oakland Court I, L.P. will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject any proposal that does not meet mandatory requirement(s), or cancel this RFQ, accordance to Oakland Court I, L.P.'s best interest.
- d. Oakland Court I, L.P. plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points			
Business Capabilities and Strength	20			
Cost	40			
References	5			
Strength of Service Plan	35			
Total	100			

16. Invoicing



- a. Contractors are asked to email invoices within 10 days following work completion and are required to submit invoices within 30 days following the tenant move. Oakland Court I, L.P. may deny invoices submitted after the 30-day threshold. Invoices must have invoice numbers.
- b. For accounting purposes, Oakland Court I, L.P. must receive separate invoices for each tenant's move.
- c. Invoices must:
 - Be numbered
 - List a date on them that is after the move has been completed
 - Breakdown pricing according to award structure
 - Show the contractor's name, address, and phone number
- d. Oakland Court I, L.P. pays by check.

17. Licenses

The proposer shall maintain all licenses necessary to conduct business in the State of Tennessee.

18. Representations

By submitting a response, the contractor represents and warrants:

- a. That the contractor is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the contractor is familiar with all federal, state, municipal and county laws, ordinances and regulations, with may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or the project of which it is a part; and
- c. The failure or omission of the contractor to receive or examine the solicitation document or any part of the specifications, the general and local conditions and all matters which may in any way affect performance will not relieve the contractor of any obligation to perform as specified herein.
- d. By submitting a response to this solicitation, each contractor is certifying that they have read the solicitation and all appendices and addenda.

19. Responsibilities

At no expense to Oakland Court I, L.P., the contractor(s) will:

a. Provide quality control for all services provided.



- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

20. Security

The successful contractor is responsible for providing (if necessary) all security to equipment, materials, personnel and tools that are required for this work.

Oakland Court I, L.P. is not responsible for damage or losses to equipment, materials, personnel, tools or the apartment.

21. Smoking Policy

Oakland Court I, L.P.'s Smoke Free policy is applicable to you, your employees and subcontractors.

- a. The policy mandates:
 - No smoking on owner's property
 - No e-vape or similar usage on owner's property
 - The Smoke Free policy applies in personal or corporate vehicles on owner's property

b. Applicable definitions include:

- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- Property means all buildings, parking lots, streets, structures and <u>land</u> owned by Oakland Court I, L.P. as well as the locations our tenants are moving from. Should contractor's staff be observed violating these requirements, Oakland Court I, L.P.'s Procurement Division will notify the contractor about the problem. Should there be recurrences, Oakland Court I, L.P. may ask the contractor to not send the employee to Oakland Court I, L.P.'s property. Repeated offenses may result in forfeiture of your awarded "contract."

22. Subcontractors



Subcontractors must:

- a. Be approved by Oakland Court I, L.P. prior to beginning work. Any changes must be approved by Oakland Court I, L.P..
- b. Not be on HUD's nor the State of Tennessee's debarment lists.
- c. Carry the insurance coverages as outlined herein.

23. Bonding

Contractor(s) must bond their employees for this work and maintain bonding throughout the award.

24. Work Hours

Oakland Court I, L.P.'s normal work hours typically begin at 7:30 a.m. with the contractor exiting by 4:30 p.m. or as otherwise agreed to by the contractor and our Relocation Specialist.

Oakland Court I, L.P. Will Provide Residents

Oakland Court I, L.P. will provide moving boxes, box sealing tape and packing paper to our residents.

Detailed Scope of Work

- 1. Contractor shall ensure that all employees and the subcontractors scheduled to perform Relocation Services work for the Oakland Court I, L.P. wear their company shirt with visible company name.
- 2. Moves will be performed by the moving contractor within a 25-mile radius of Oakland Court I, L.P..
- 3. Physical Move Assistance: Contractor shall supply all equipment, vehicle(s), transportation, tools and crew to break down beds, other furniture, appliances (does not include ranges and refrigerators), pack them neatly on moving vehicle along with the packed boxes of personal belongings. Moving process for residents shall be completed on the specified dates assigned by Oakland Court I, L.P. Relocation Specialist. The Contractor shall transport the packed items of the residents to the new unit (apartment, house) set-up beds, other furniture, appliances and personal belongings at the new unit per the Relocation Specialists instructions.
- 4. <u>Set-up at New Unit:</u> Upon completion of the physical move, the Contractor shall have the responsibility of furniture set-up in each room of the new unit. The set-up services shall include setting up all beds in bedrooms, set up and connection of appliances (not ranges and refrigerators), furniture in living room and kitchens. Labelled boxes shall be placed in the appropriate rooms to be unpacked by resident at the family's convenience.



5. This is a contract solicitation for up to 76 units; there is no guaranteed number of moves that the mover will perform. Oakland Court I, L.P. has the discretion to award more than one Relocation Services Moving Contract to more than one Contractor who submits the lowest, most responsive and responsible cost.

Section 3 Requirements for All Contractors and Vendors

Oakland Court I, L.P. is committed to providing quality housing and economic opportunities for our residents and the neighborhoods we serve. One of the major vehicles for this is Section 3 of the HUD Act of 1968, which requires that HUD funds provide low-income individuals with a springboard for economic empowerment through direct participation in construction and other activities that are designed to physically improve and revitalize the communities in which they live. Oakland Court I, L.P. currently follows Murfreesboro Housing Authority's Section 3 Plan.

Section 3 Requirements apply to **all** contractors and vendors who receive awards from public housing authorities.

<u>Section 3 Documents are found on our website www.mha-tn.org under Procurement>RFP Forms>Section</u>
<u>3. Section 3 Business Concern Certification must be printed, completed and returned with Solicitation Documents. Section 3 Program Certification form must be printed, completed and returned with Solicitation Documents.</u>

Other requirements:

All contractors bidding must submit verification of coverage (Certificate of Insurance) for \$1,000,000 General Liability and Workmen's Compensation coverage with Oakland Court I, L.P. endorsed as Certificate Holder insured for said project. Such insurance will be primary and non-contributory to any other insurance available to Oakland Court I, L.P.

Upon award, contractor must submit their completed W-9 to Oakland Court I, L.P.

Contractors must furnish a minimum 5 past business references for past moving services (see Solicitation Document F). Please include contact information of business references: phone number, company name, email address & contact person.

Solicitations with pricing, qualifications, Certificate of Insurance, Section 3 Business Concern Certification, Section 3 Program Certification (found at www.mha-tn.org, under Procurement>RFP Forms>Section 3); RFQ is found on our website www.mha-tn.org under Procurement>Open Solicitations. Solicitation Documents A-G (included below) need to be completed and delivered to the following by 2:00 p.m. Tuesday, Sept. 21, 2021. Please mail, email or place in drop box on front of the Murfreesboro Housing Authority office located at 415 N. Maple St. Murfreesboro, TN 37130.

Attention: Janet Jones, Murfreesboro Housing Authority, 415 N. Maple Street, Murfreesboro, TN 37130. Any questions should be directed to Janet Jones, via email <u>jjones@mha-tn.org</u>.



Moving Contractor Services A2021-03

Solicitation Document A General Response Section

General Information about the Contractor						
	to the Right of the					
Your signature indicates you read and agree to "Oakland Court I, L.P.'s General Requirements and Information Instructions to Contractors" (www.mha-tn.org) and that you are authorized to bind the contractor or are submitting the response on behalf of and at the direction of the Contractor's representative authorized to contractually bind the Contractor. I represent that the Contractor or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Printed Name and	d Title ===		-			
Company Name			-			
Street Address			-			
City/State/Zip			-			
Contact Person (F	Please Print Clearl	y) ————	-			
Telephone Numb	er		-			
Cell Number			-			
Contractor's E-Ma	ail Address (Pleas	se Print Clearly)	-			
		Adde	nda			
Addenda are at w	www.mha-tn.org.	Click on "Procureme	nt" and then	on "Open Solicitations	" to find addenda.	
Please check for a	addenda prior to s	submitting a proposa	l.			
	Acknowledge add	enda have been issu	ed by checkin	g below as appropriate	e:	
None □	Addendum 1 \square	Addendum 2 \square	Addendum 3	3 □ Addendum 4 □	Addendum 5 \square	
	St	atistical Information	(Check all the	e apply)		
This business is a	t 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 99 persons on a full-t		100,000 average over a th	ree-year period	OR employs no more than		
This business qua	alifies as Section 3	business (as defined	by HUD):		Yes □ No □	
https://www.hud.gov/sites/documents/11SECFAQS.PDF Section 3 Business Concern: A business concern meeting at least one of the following criteria, documented within the last 6 -month period: It is at least 51 percent owned and controlled by low- or very low-income persons Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing. This business is owned & operated by persons at least 51% of the following ethnic background:						
	1	· · ·				
Asian/Pacific	□ Black □		ispanic 🗆 📗	Native Americans	White 🗆	
Cooperative Procurement						
Subject to additional location/delivery charges, the contractor agrees to extend the offered costs to other						
governments if the government so desires. Yes No Drawnt Powert Discount						
A prompt Payment Discount A prompt payment discount of% is offered for payment within days of submission of an accurate and proper invoice.						
Certificate of Liability Insurance (COI)						
Contractors revie	wed requirements a	and can provide insura			Yes □ No □	



Contractor:	

Conflict of Interest

- 1. No commissioner or officer of OAKLAND COURT I, L.P. or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for OAKLAND COURT I, L.P. has a direct interest in the award or the contractor 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 contractor 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 contractors, potential contractors or parties to subagreements.
- 4. By submission of this form, the contractor 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 contractor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender 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. Contractor 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 contractor and each person signing on behalf of any contractor 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 contractor is not on the list created pursuant to § 12-12-106.



Non-Collusion

- 10. Neither the said contractor 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, contractor, 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 contractor, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against OAKLAND COURT I, L.P. or any person interested in the proposed award or agreement.
- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies

12. If the contractor provides electronic copies of the bid/proposal/quote to OAKLAND COURT I, L.P., the contractor certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any proposer with any OAKLAND COURT I, L.P. 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 OAKLAND COURT I, L.P. 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

Table of Contents

Cla	use	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. 8.	Small, Minority, Women-Owned Business Concern Representation Indian-Owned Economic Enterprise and Indian	2
	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)(I) 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)(l) through (a)(3) above.

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 so licit 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.

Previous edition is obsolete form HUD-5369-A (11/92)



- (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)

(Check the block applicable to you)	
[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

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9. Certification of Eligibility Under the Davis-Bacon

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.
- 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.

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

(Company Address)

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

Typed or Printed Name)		
Titte)		
Company Name)		

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Use this section of your response to detail your company's qualifications. Include:

- 1. An introduction of not more than four paragraphs that includes an explanation of why OAKLAND COURT I, L.P. should partner with your firm.
- 2. An overview of your company's history.
- 3. A description of your company's capabilities.
- 4. What differentiates you from your competition.
- 5. An organizational chart that helps OAKLAND COURT I, L.P. understand the staff that will assist with this work.
- 6. The names of key personnel who will be involved in this project and indicate titles and roles.
- 7. Half page (or less) resumes of key personnel (including technicians) showing their years of experience, certifications, et cetera.
- 8. If your firm will hire employees, include a copy of a job description showing the job requirements and experience.
- 9. Certification and licensing ID numbers.
- 10. Tennessee Charter Number.
- 11 A list of subcontractors-if applicable.
- 12. Guaranteed response times.



- 13. The plan you have in place to ensure consist quality among your technicians.
- 14. Other information as desired (maximum of 5 pages).



Service Plan

Use this section to detail how you plan to provide services to OAKLAND COURT I, L.P.. Be specific and be detailed since OAKLAND COURT I, L.P. does not have to ask additional questions during the evaluation process. Use as many pages as necessary to help OAKLAND COURT I, L.P. fully understand how you plan to service our needs.

Proposers are to address these areas:

- 1. A narrative to show:
 - The proposed approach to the work
 - Proposed work hours
 - Proposed service levels at the various OAKLAND COURT I, L.P. sites
 - The resources to be used
 - The administrative plan
 - Other
- 2. The administrative plan.
 - The supplier's administrative contact process and persons
 - Billing/Payment plan
 - A sample invoice for OAKLAND COURT I, L.P.'s review
 - How day to day operations will work
 - Quality control inspection details
 - Call back policies
 - Sample forms
 - Copies of licenses
 - Copy of W-9 form
 - Other
- 3. Other information that the supplier wishes to supply to assist OAKLAND COURT I, L.P. in the evaluation



Moving Contractor A2021-03

Solicitation Document F

References

Part A: The proposal must include at least **five** specific references of similar customer accounts (PHAs of a similar size and complexity are preferred). Present information in this format:

- 1. Entity Name
- 2. Contact name, Phone number and Email address
- 3. Number of sites/apartments
- 4. Description of the contract
- 5. Date service began
- 6. Date service ended (if applicable)

Part B: Notes to References

- 1. While you may have performed numerous services and/or may have had numerous contracts with an entity, each entity can only be one reference. Thus, if you serviced 18 different Rutherford County departments, it is one reference.
- 2. Advise the listed references that OAKLAND COURT I, L.P. or MURFREESBORO HOUSING AUTHORITY may contact them via email.



Moving Contractor A2021-03

Solicitation Document G Moving Cost Quote

Base Bid: Detail bids by bedroom size should include number of persons, number of trucks, hourly rates, minimum hours, average hours, average hours per move multiplied by total rate, materials price, service fee, total price, etc.

Bedroom	Number	Number	Hourly	Hourly	Minimum	Average	Average #	Materials	Service	Total
Size	of	of	Rate	Rate per	# of	# Hours	Hours Per	Price	Fee	Price
	Persons	Trucks	per	Person	Hours	Per	Move			
			Person	multiplied	Per Move	Move	Multiplied			
				by#			by total			
				Persons			rate			
1										
Bedroom										
2										
Bedroom										
3										
Bedroom										
4										
Bedroom										
5										
Bedroom										

viaterials charged consist of the following:	
ervice Fees consist of the following:	
Other Costs: Please indicate any other costs not listed above & how they are calculat otal charge:	ted into

