

Request for Proposals	
Solicitation name/number	Designing Food Business Incubator and Public Food Spaces Consultant Services Q2419
Upload responses by	2:00 p.m. on June 4, 2024
<u>Upload</u> your response to	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <ul style="list-style-type: none"> <u>All bids/proposals must be submitted through the Vendor Registry platform as one document.</u> When uploading bids/proposals, be sure to upload all required solicitation documents. Upload your response as ONE document. <p>Bids/proposals delivered by email, fax, USPS or in person will be rejected.</p>
Post Questions to	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <p>by 6:00 p.m. on May 28, 2024.</p> <p style="text-align: center;">KCDC will not accept questions via email or telephone.</p>
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/.
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response.	

1. **Background and Intent**

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. KCDC's property known as Western Heights (office at 1621 Jourolman Avenue, Knoxville, Tennessee 37921) is undergoing a complete transformation from a traditional public housing site to mixed income community over the course of seven years. This involves the demolition of certain existing buildings, renovation of certain existing buildings, construction of new buildings, creation of parks and other community resources including an entrepreneurial building to include a food business incubator and public food spaces. This transformative project is possible through investments by the United States Department of Housing and Urban Development (HUD), the City of Knoxville, KCDC and other partners.
- d. This solicitation's goal is to contract with a supplier for the programming of the needs for the construction of an entrepreneurial building to include a food business incubator and public food spaces within a new Mixed Income Community at Western Heights. This food space will include an entrepreneurial/incubator kitchen, classrooms, consumer facing food hall, and the possibility of a convenience "grab n go." This will be located within a HUD Choice Neighborhoods community. The operator of the entrepreneurial kitchen and food hall will be Real Good Kitchen and the Real Good Kitchen Foundation, both of Knoxville, Tennessee. The building will have approximately 10,000 square feet of space allocated for this work on a single level. There is some opportunity for an additional 500-1,000 square feet in an attached concept as well. When the selected supplier completes their work, KCDC and the selected Architect will use the programming report to prepare the construction specifications for the food spaces to solicit bids for its construction.
- e. The project would commence immediately upon award of the solicitation and conclude by September 1, 2024.
- f. KCDC seeks a consultant who brings the following elements to the work:

- Integrating an entrepreneurial kitchen concept with a consumer food service space.
 - Understanding of the need for multiple price points to meet the community where they are at.
 - Exploring the idea of an attached pay-what-you-can convenience store and how it could be modeled.
 - Ideas to include up and coming food businesses within the food hall in a rotating concept/space.
 - Ideas around “casual walk up”, “seated, but casual”, and/or “fine dining.” Or a rotation through any of them based on time of day (casual at lunch; fine dining at dinner).
- g. In addition to the traditional elements for a food entrepreneurship space and food hall concept, KCDC would also like to include:
- Incorporation of a public event space.
 - Grab and Go market or concept for adjacent park and outdoor stage.
 - Creation of a memorable experience to encourage return visits.
 - A low-cost or pay what you can option, delivered in an innovative method/atmosphere.
 - As arts will be fundamental concept for the neighborhood, KCDC wants to integrate the space with the local artistic communities and create hubs of artistic activity.
 - Incorporation of locally grown (onsite garden) produce into some element of the food hall or entrepreneurial kitchen, operated by Beardsley Farm.
- h. Details concerning how to structure your proposal are presented later in this solicitation.

2. **Changes after Award**

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

3. **Contact Policy**

Only contact KCDC’s Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for this project. Such contact can disqualify the supplier from the solicitation process.

4. **Contract Document**

KCDC intends to issue a purchase order to the awarded supplier to bind the two parties to perform the agreed to work at the stated price.

Should the supplier require a signed contract of their own format, submit the desired contract with your proposal for KCDC’s review and comment. KCDC will consider using supplier’s contracts but prefers to issue a simple but binding purchase order for the resulting work.

5. Evaluation

- a. KCDC alone determines (using NIGP’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC will review all proposals and reserves the right to request additional necessary information, modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC’s best interest and consistent with good business practices.
- c. KCDC may require oral presentations as part of the evaluation process. Typically, this will be for those that are shortlisted. KCDC will provide details about the meeting to the suppliers that are selected.
- d. KCDC reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in KCDC’s best interest.
- e. KCDC plans to award to the best overall supplier presenting the most advantageous proposal (in its entirety) with the maximum points available and based on the following evaluation scale:

Factors	Maximum Points
Corporate References	10
Corporation Qualifications	20
Cost Information	30
Final Deliverable Information	20
Staff Qualifications	20
Total	100

6. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 18, 45, 46a, 46b, 46d, 46e, 46f, 54, 67 and 71.

7. Insurance

- a. The supplier agrees to obtain and maintain at its sole expense on a primary and non-contributory basis during the term of any ensuing agreement(s) insurance coverages and limits in accordance with the firm's standard business practices and acceptable to KCDC. Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers, and/or any of KCDC's affiliates as additional insureds and provide waivers of subrogation.
- b. Neither KCDC's review, approval, or acceptance of, nor payment for, the services required under any ensuing agreement(s) shall be construed to operate as a waiver of any rights, or of any cause of action arising out of the performance of any ensuing agreement(s). The firm shall be and remain liable to KCDC and/or its affiliates in accordance with the applicable law for all damages to KCDC and/or its affiliates caused by the firm's negligent performance of any of the services furnished under any ensuing agreement(s).

8. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may refuse invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is exempt from the Federal Excise tax. KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier.
- d. KCDC pays by electronic transfer (ACH) only.
- e. Invoices must:
 - Be sequentially numbered so that there is no duplication.
 - Show a date that is after the work is complete or goods delivered
 - List the purchase order number

- Breakdown pricing according to the award structure
- Reference the bid number

f. KCDC wants all invoices emailed to apadmin@kcdc.org . You may copy the requestor on the email. Do not send invoices by any other means.

9. Liquidated Damages

Liquidated damages shall apply at \$100.00 per calendar day for each day beyond the scheduled completion date and such provision shall be included in the contract for construction. However, KCDC will consider explanatory information if it provides a valid reason for delays in schedule.

10. Organize your proposal as shown in the table below.

Your submittal's *first page* is KCDC's Solicitation Document A.

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	Corporate Qualifications	Supplier
Solicitation Document D	Staff Qualifications	Supplier
Solicitation Document E	Cost Information	Supplier
Solicitation Document F	References	Supplier
Solicitation Document G	Final Deliverable Information	Supplier

This and the preceding pages do not need to be returned to KCDC.

Solicitation Document A		General Information about the Supplier and Cost				
Note: Complete all cells even if the answer is "Does not apply"						
Sign Your Name in the field to the right						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature indicates you agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at www.kcdc.org . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.						
Acknowledge addenda have been issued by checking below as appropriate:						
None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
4. This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount Statement						
A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.						

Conflict of Interest

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

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

General

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

No Contact/No Advocacy Affidavit

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

Non-Boycott of Israel Affidavit

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by	
Printed Name	
Title	

Solicitation Document C Corporate Qualifications

Provide a detailed narrative outlining your corporate experience in providing similar programming services. Include information such as:

1. A narrative history of your company.
2. A brief narrative describing why your firm is best qualified to perform the requested services.
3. The length of time it has been providing such services.
4. Staff size and composition by tasks performed.

Solicitation Document D Staff Qualifications

Provide a detailed narrative outlining your proposed staffs' experience in providing these services. Include information such as:

1. Names
 - Relevant certifications and training
 - Years of experience in this professional area.
 - Details of experience
2. Total number of personnel to be used on this project.
3. Indicate which member of your team will be KCDC's main contact.

Solicitation Document E Cost Information

Indicate the total project cost, options and any exclusions.

If KCDC's purchase order is not sufficient for your needs, submit your proposed contract for KCDC's review and comment here.

Solicitation Document F Corporate References

Provide five specific references of similar past work. Include:

- Contact name
- Contact email
- Description of work performed

- Date the service was provided
- City and state in which the work was performed

The references are to indicate corporate experience with some or all of the following:

- Overall food space development
- Developing food spaces within mixed income communities
- Entrepreneurial/community Kitchens
- Grab & Go Concepts
- Pay what you can or similar concepts

Solicitation Document G

Final Deliverable Information

Indicate what you intend to be included in your final deliverables. At minimum, the final deliverable must include how the final space should be conceptually laid out and suggestions for operation that address creating accessible price points for a variety of incomes. You may include a report from a previous client here if you wish.