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**Request for Qualifications**

**Master Planning Services for the Austin Homes Site**

<b>Solicitation Number</b>	C19006
<b>Due Date</b>	September 28, 2018
<b>Due Time</b>	11:00 a.m. eastern standard time
<b>Deliver Responses to:</b>	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917 
	The Procurement Building is behind the main office building.
<b>Electronic Copies:</b>	Electronic copies are available on KCDC's webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>Responses may be emailed to KCDC</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No This is to satisfy the electronic copy requirement
<b>Printed responses required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No An original and four copies are to be provided
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> <b>KCDC will not accept questions via telephone.</b>
<b>Solicitation Meeting</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting Date</b>	September 10, 2018
<b>Solicitation Meeting Time</b>	1:00 p.m.
<b>Solicitation Meeting Location</b>	KCDC's Training Room at 901 N. Broadway. Come to the Lobby in the Main Building and go into the Training Room.
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> . <b>KCDC will not accept questions via telephone.</b>
<b>Award Results</b>	KCDC posts both a summary of the proposals received and the award decision at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>
<b>Open Records/Public Access to Documents</b>	All documents provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and 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 and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.

Several of KCDC's largest properties are undergoing substantial rehabilitation or total redevelopment through HUD's Rental Assistance Demonstration (RAD). KCDC is in the final phases of execution of the master plan and redevelopment of the site (formerly Walter P. Taylor and Lee Williams properties), which included the replacement of aging infrastructure, reconnection of streets to the existing neighborhood grid; improved connectivity through construction of sidewalks, greenways, playgrounds, and open space; and the demolition and new construction of 336 energy efficient affordable housing units.

KCDC's next master planning and redevelopment effort is Austin Homes, and that process will begin upon selection of architect, and should be completed within six months of the architect's selection.

- b. KCDC is soliciting qualifications statements from highly qualified firms to provide architectural design and engineering support services for the Downtown East – Austin Homes master planning and redevelopment process. Services required may include but are not limited to:
- Architectural and Engineering Design
  - Charrette Facilitation and Public Engagement Process
  - Environmental Reviews
  - Feasibility Study and Analysis of Existing Conditions
  - Green/Energy Efficient Design
  - Landscape Architecture/Open Space Planning
  - Market Study
  - Preparation of Preliminary Development Budget (Sources/Uses)
  - Site Planning
  - Structural Engineering
  - Surveying
  - Transportation Planning/Traffic Study
  - Other related services
- c. In addition to development of the master plan, KCDC intends for the selected firm to provide design services for the first phase of construction, the specific scope of which will be determined as part of the master plan. If the overall project is implemented in multiple phases, KCDC may at its sole discretion elect to use the awarded firm for any and all phases of the project.

- d. Austin Homes, located less than one mile east of Knoxville’s revitalized downtown area and a half mile from the “Old City”, was built in 1963 and has 129 public housing units. This property has easy access to churches, parks, restaurants, public schools, public transit and other resources in the urban core. Austin Homes has a mix of 1, 2, 3, 4 and 5 bedroom units.

Although the units have been well maintained, the physical design is obsolete. Individual units are small and outdated; aging infrastructure is in need of replacement; site access and connectivity to the surrounding area is limited; and off street parking is inadequate. Austin Homes represents an undue concentration of exclusively low income families in an area that could support socioeconomic diversity. KCDC envisions a mixture of uses, with an emphasis on medium density multifamily residential. This mixed use redevelopment would serve a variety of socioeconomic levels, with an emphasis on replacement of existing affordable housing (as required by HUD), in addition to construction of new workforce and market rate housing at the site. Both neighborhood and larger scale commercial development could be considered as appropriate uses within the mixed use development.

- e. KCDC has an existing environmental review of the site. KCDC does want the firm to conduct a geotechnical evaluation of the site.
- f. KCDC has an old site survey and a boundary survey is being conducted.
- g. Austin Homes and the surrounding neighborhood is undergoing significant revitalization with the recent announcements of a planned Science & Discovery Center; potential for a new minor league baseball park; the City of Knoxville’s infrastructure improvements along Magnolia Avenue as well as planned reinvestment in the Knoxville’s Civic Coliseum; construction of The Change Center; and the proliferation of private redevelopment spreading east from the Old City along Jackson and Willow Avenues – but effective growth requires proper planning. While redevelopment is a product of a strong local economy, there are issues related to affordability, traffic, and infrastructure that will need to be considered as part of this planning process. With the strategic importance of the site to future growth of the City, it is critical that the master planning process improve connections between Austin Homes and community assets (both planned and existing) including parks, schools, transportation, and commercial districts. Planning for this revitalization must consider the needs and desires of current and future tenants – both residential and commercial. The planning will focus on three core areas: People, Neighborhood and Housing. The culmination of this planning process will be a Master Plan that serves as a blueprint and catalyst for the community’s shared vision of what this area can become. Certain specifics of the design process will be required by January 31, 2019, in preparation for the submission of a 2019 Tax Credit application. Those include but are not limited to the total number of buildings and units; market rate and affordable unit distribution; unit bedroom distribution; estimated square footages related to units and common areas; and estimated development cost.

2. **Changes after Award**

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

3. **Codes and Ordinances**

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed.

4. **Contact Policy**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC's Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

5. **Evaluation**

All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to the supplier's "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- a. KCDC will review all proposals and reserves the right to request necessary 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.
- b. KCDC's Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in-person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.
- c. KCDC's Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- d. KCDC evaluates responses on a weighted evaluation system. The categories and points assigned for each category are below. Details of each factor are provided later in this document.

<b>CRITERIA</b>	<b>POINTS</b>
Team Organization & Capacity to Complete the Work	40
Specialized Expertise of Team Members/Project Experience	35
Project Approach	20
References	5
<b>TOTAL</b>	<b>100</b>

6. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

## 7. **Insurance**

- a. The Master Developer (“Firm”) agrees to obtain and maintain at its sole expense during the term of this agreement 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 as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Firm including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b. The supplier will submit a copy of their Certificate of Insurance with their proposal package.

## 8. **Invoicing**

- a. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- b. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC’s Supplier Portal to track actual payments made.
- c. KCDC requires that invoices be submitted via email.

## 9. **Licensure**

Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.

## 10. **Ownership**

Any reports, specifications, blueprints, negatives or other documents prepared by the supplier in the performance of its obligations under the resulting contract shall be KCDC’s exclusive property and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The suppliers shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all supplier’s obligations under the resulting contract without KCDC’s prior written consent. Documents and materials developed by the supplier under the resulting award shall be KCDC’s property. However, the supplier may retain file copies, which cannot be used without KCDC’s prior written consent.

## 11. **Qualifications**

The successful firm will have the following qualifications:

- a. At least one architect licensed by the State of Tennessee.
- b. Previous experience with similar planning and design of related site plans.
- c. Demonstrated understanding of the planning process, including managing the requirements of community stakeholders, regulatory authorities, utility providers and KCDC’s future needs.

12. **Questions**

Direct questions to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org) with “Master Planning Services” in the subject line, at least five days prior to the due date. KCDC does not accept questions via telephone calls.

13. **Scope of Work**

Below are the expected tasks that the selected firm will assist with. This list is not necessarily all inclusive.

a. **Review of Existing Conditions**

1. Research and analyze site conditions including the location of services, utilities, topography, drainage, vehicular and pedestrian circulation and access to neighborhood amenities and services.
2. Research and analyze applicable development and zoning regulations affecting redevelopment options.
3. Research and analyze pertinent public and KCDC records, topography surveys, as-built surveys, et cetera, relating to the site.
4. Research and analyze nearby existing development patterns including housing, commercial, public facilities and parks.
5. Research and analyze other private and public development occurring in the immediately surrounding that may impact the development of the site.
6. Develop comprehensive base map and narrative reflecting all current conditions including adjoining neighborhoods.

b. **Land Use Analysis**

1. Review the demographic, behavioral and economic characteristics of the surrounding neighborhood as they relate to neighborhood design, organization, density, amenities and housing preferences.
2. Address the impact of the contiguous properties on the proposed development of the site and propose solutions to any negative impacts.
3. Perform a market analysis with recommendations as to the nature, number and type of residential units proposed for the site; the nature and scale of commercial development; and any recommended surrounding community development.
4. Review plans for existing and proposed area developments (including those referenced in Section 1.h), sidewalks, greenways, parks, and other public spaces, and propose solutions to better connect and incorporate these assets into the development.

c. **Preliminary Conceptual Plan**

1. Meet with KCDC representatives to outline initial goals/objectives, create a framework and timeline to reach those goals.
2. Meet with Austin-Homes residents, community stakeholders, regulatory authorities (including, but not limited to, utility providers, Knoxville-Knox County Metropolitan Planning Commission, the City of Knoxville and Knox County) and the public at large to present and discuss conceptual plan alternatives. This should include a minimum of three resident meetings, three public meetings, and three stakeholder group meetings. At least one of the meetings with each group should focus on engaging community members in the planning process via a charrette or other collaborative approach to solicit thoughts and ideas from the community.
3. Based on public input, existing conditions, land use analysis, and initial goals, develop not less than three distinct and different conceptual plan alternatives identifying land uses and infrastructure.
4. Modify, refine, and finalize the conceptual plan with input from Austin-Homes residents, community stakeholders, regulatory authorities, and the public. The conceptual plan will be used as the basis for development of the final master plan.

d. **Master Plan Alternatives**

1. Meet with KCDC staff and Commissioners to discuss master plan direction and alternatives. Bi-weekly project review/update meetings with KCDC staff are contemplated. Some meeting may be done by video conference or teleconference.
2. Develop a minimum of three master plan alternatives by overlaying the conceptual plan with building types and locations.
3. Develop preliminary cost estimates for each alternative in current year dollars.
4. Meet with residents, community stakeholders and regulatory authorities to present and discuss master plan alternatives.
5. Refine master plan alternatives based upon input received during presentations to various participants in the redevelopment process.

e. **Final Master Plan**

1. Meet with KCDC to finalize the master site plans.
2. Develop detailed master plan and architectural concepts for the proposed buildings and proposed infrastructure improvements.
3. Develop preliminary cost estimates based upon unit quantities, types, and prices.

4. Develop a plan for phasing the implementation of the master plan, taking into consideration such factors as the estimated development costs, the need to relocate current residents, the HUD approval process required for further demolition on the site, the probable availability and timing of financing resources, the sequencing of phases that would be least disruptive to the implementation of later phases of redevelopment and most conducive to the efficient installation of infrastructure improvements.
5. Meet with residents, community stakeholders and regulatory authorities to present and discuss master plan design.
6. Prepare a final master plan including presentation scale drawings of the site, representative drawings of the buildings, site plans, cost estimates, a minimum of three perspective drawings of the plan including one bird's eye perspective of the entire site, recommended phasing of the revitalization and bound copies of the final report. Provide all documents in electronic form such that KCDC may utilize them.
7. Final submission is KCDC's sole property and shall include a hard copy and electronic submissions of maps, plans, PowerPoint presentations, and other related documents.

f. **Additional Services**

1. The successful proposer may be engaged to assist KCDC in the procurement of other services needed to fully develop the master plan, including such services as market studies, engineering analysis and design, transportation and infrastructure studies, and financial feasibility studies. All such procurements shall be performed in accordance with KCDC's procurement policies.
2. At KCDC's sole discretion, the successful proposer may be engaged to perform similar services related to execution of the master plan.

g. **Other Notes**

1. The successful proposer will develop a master plan and strategies for implementing it, recognizing such challenges as the relocation and appropriate assistance to current residents, physical configuration, potential for market absorption, funding resources and other factors.
2. While this RFQ is soliciting proposals for the development of the master plan and strategies for its implementation, the successful proposer may be engaged to provide services to KCDC throughout any actual implementation of the plan.

## Submittal Structure Instructions

1. Submit your information in the order indicated below:

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Proposer's Executive Summary	Proposer
Solicitation Document E	Team Organization & Capacity to Complete the Work	Proposer
Solicitation Document F	Specialized Team Member Expertise/Project Expertise	Proposer
Solicitation Document G	Project Approach	Proposer
Solicitation Document H	References	Proposer

2. Place your company's name on each page and number all pages consecutively
3. The use of tables in presenting information facilitates the evaluation team's review.
4. Submit one written original (with all pages marked "original"), four printed copies and one electronic copy (email or flash drive) of your submittal.
5. Fancy brochures and advertisements are not necessary.
6. Do not use phrases such as "See the attached" or "Will be provided upon award."
7. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
8. Proposers are encouraged to use a typed version for their responses.

***This and the previous pages do not need to be returned***

**Master Planning Services for the Austin Homes Site C19006**  
**Solicitation Document A General Information**

General Information about the Supplier	
<b>Sign Your Name to the Right of the Arrow</b>	
Your signatures means you agree to "KCDC's General Instructions to Suppliers" on <a href="http://www.kcdc.org">www.kcdc.org</a> .	
<b>Printed Name and Title</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City/State/Zip</b>	
<b>Contact Person (Please Print Clearly)</b>	
<b>Telephone Number</b>	
<b>Cell Number</b>	
<b>Supplier's E-Mail Address (Please Print Clearly)</b>	

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

**Acknowledge addenda have been issued by checking below as appropriate:**

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**Statistical Information (Check all the apply)**

<b>This business is at least 51% owned and operated by a woman</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>This business qualifies as a small business by the State of Tennessee</b> (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons )	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>This business qualifies as Section 3 business (as defined by HUD):</b> It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>This business is owned &amp; operated by persons at least 51% of the following ethnic background:</b>					
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native Americans <input type="checkbox"/>	White <input type="checkbox"/>

**Prompt Payment Discount**

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

Mastercard is accepted for payment without additional fees. Yes  No

Mastercard is accepted for payment with a fee of \_\_\_\_\_. Yes  No

Supplier: \_\_\_\_\_

**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/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, 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.

**Non-Collusion:**

10. 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.
  
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 supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Accuracy of Electronic Copies:**

12. 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.

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.

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

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

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

*(Check the block applicable to you)*

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

**9. Certification of Eligibility Under the Davis-Bacon Act**

**Act** (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
  - (1) Obtain identical certifications from the proposed subcontractors;
  - (2) Retain the certifications in its files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

*(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:*

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

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

*(Signature and Date)* \_\_\_\_\_

*(Typed or Printed Name)* \_\_\_\_\_

*(Title)* \_\_\_\_\_

*(Company Name)* \_\_\_\_\_

*(Company Address)* \_\_\_\_\_

## Solicitation Document D Executive Summary Cover Letter

Provide an Executive Summary Cover Letter (two pages or less) that includes:

- A statement explaining your interest in the project
- An overview of the proposed project team
- An explanation of why the team is best qualified for the work
- A statement that the firm agrees to and accepts the terms and conditions of the RFQ
- The name and contact points for the firm's authorized negotiator
- Other information as desired

## Solicitation Document E Team Organization and Capacity to Complete the Work

1. Provide an organizational structure of the proposed team identifying key team members, associated roles and responsibilities along with the availability of key team members to complete the scope of work in a timely manner.
2. Provide a list of recently completed projects of a similar nature and scope. For each identify:
  - The initial project timeframe
  - The actual project timeframe (provide any necessary explanations)
  - The initial project budget
  - The actual project budget (provide any necessary explanations)
  - Drawings/Photographs from Recent Projects
3. Corporate History to include:
  - a. The number of years in business.
  - b. The range of services the firm provides.
4. A narrative description of the company and its service offerings.
5. A narrative description of the company's experience with Master Planning.
  - a. Residential Housing Projects
  - b. Affordable and Mixed Income Housing projects
  - c. Mixed Use Projects

## **Solicitation Document F Specialized Team Member Expertise/Project Expertise**

1. Identify key professionals on the project team.
2. For at least one and preferably two, licensed/registered professionals for each major discipline (including partners and subcontractors) list relevant qualifications and experience with similar projects.
3. Identify the person/firm(s) that will lead the community outreach efforts.
4. Indicate plans to partner with small, minority, or woman owned firms to complete this work. If work is to be subcontracted, KCDC is highly interested in firms partnering or using small, minority and women owned firms.
5. Indicate the relevant project experience of the led firm.
6. Indicate the relevant project experience of any proposed subcontractors and their experience with past similar projects.
7. Identify comparable projects employing best practice green and/or sustainable design, construction and operation principles.
8. Provide illustrative examples of urban planning and design conducted by your firm, that is of a similar scale to the Austin Homes site, and which included intentional consideration and planning for the factors that create a high-quality and enduring neighborhood: transportation, walkability, bikeability, connectivity, open spaces, public art, neighborhood amenities, community services, a sense of place, and outstanding residential and commercial design.

## **Solicitation Document G Project Approach**

1. Provide an explanation of how the project team will successfully accomplish the stated scope of work in a timely manner and within the established budget. Provide a detailed outline and description of the community engagement process, from initial goal setting all the way through finalization of the master plan and design of phase I. Keep in mind the master planning effort will be highly visible, and will attract significant interest from the community. Highlight any specific timing constraints or limitations relative to the scope of work that might delay completion of any of the requirements of this RFQ.
2. Indicate the proposed process for finalizing the building program and the methodologies to be employed to identify, evaluate and determine sustainable goals for design techniques, building technologies and construction projects and aesthetic best suited for the project.
3. Identify anticipated environmental, cultural, archeological and historic assessments and permitting processes that may be required and the suggested project approach for each.

4. Provide examples of the work product that KCDC may expect you to deliver during the master planning process. Include examples of residential and mixed use projects within an urban setting. In this response, address any concerns, issues, or discussion topics that should be addressed during contract negotiations to ensure successful, timely, and cost effective completion of the project.

## Solicitation Document H References

Provide information about experience with public entities to show proven and demonstrated ability to execute the work requirements. The proposal must include **five** specific references of similar accounts. Note that while your firm may have performed multiple jobs for a company, a company can only be one reference. Present information in this format:

1. Name of the business serviced
2. Contact name
3. Address
4. Phone number
5. Email address
6. Amount of the contract
7. Description of the contract
8. Date the contract began
9. Date the contract ended (if applicable)

KCDC may use SurveyMonkey to collect reference information so please make sure that your contacts know to respond to emails from KCDC and/or SurveyMonkey.

Appendix 1 Pictures and Map of Austin Homes

