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Request for Proposals

| | |
|---|---|
| Solicitation Name | Communications Billing Services Consultant Services |
| Solicitation Number | Q1920 |
| Due Date | December 28, 2018 |
| Due Time | 11:00 a.m. EST |
| Deliver Responses to: | Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  <p style="text-align: center;">The Procurement Building is behind the main office building.</p> |
| Electronic Copies | Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org . |
| Responses may be Emailed to KCDC | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Printed Responses Required | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Questions About This Solicitation | Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone. |
| Award Results | KCDC posts both a summary of the quotes received and 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 | |



General Information

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 property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. The intent of this solicitation is to obtain quotes from qualified suppliers for providing communications billing services in order to reduce KCDC's costs and to establish an advisory relationship from which KCDC can improve its communications strategy cost basis.
- c. Typical services desired include:
 - Management of invoices
 - Determination as to whether KCDC's placement on vendor plans are maximized to achieve the greatest cost savings.
- d. This work is primarily related to AT&T provided services and the successful proposer must be certified to handle KCDC's accounts with AT&T.
- e. This RFP's purpose is to secure best-in-class current and future pricing and service levels available for the carrier services KCDC utilizes. Any carrier ultimately given consideration must provide a compelling financial reason to KCDC to maintain its existing relationship or to justify a carrier migration, in part or in whole.

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 and negotiate these charges.

3. **Contact Personnel**

The supplier will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the supplier will introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

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**

- 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 and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid/proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information. KCDC may “audit a class as part of the evaluation process.
- c. 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.
- d. 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.
- e. KCDC evaluates responses on a weighted evaluation system. The categories and points assigned for each category are below.

| Factors | Maximum Points |
|-------------------------|-----------------------|
| Cost | 50 points |
| Supplier’s Capabilities | 50 points |
| Total | 100 |

Cost evaluation of includes:

- The detail and quantification of market leading prices for all Local services
- Simple, fixed prices for all POTS services.
- Pricing should not be subject to a carrier's tariff or schedule/list with percentage discounts unless such discounts are adjusted by any tariff or schedule/list increase
- Any applicable waivers of monthly recurring feature and/or ancillary charges
- Any applicable waivers of non-recurring charges for installation of carrier service elements (i.e., installation of POTS, PRI’s, et cetera)

6. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions 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 set forth in KCDC's "General Instructions to Suppliers."

7. **Insurance**

The supplier agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the supplier's standard business practices and acceptable to KCDC. Upon request, supplier shall provide KCDC with Certificate(s) of Insurance evidencing such insurance.

The supplier agrees that KCDC's review or acknowledgement of insurance coverages, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor/contractor under this agreement/contract.

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 deny 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's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only.
- e. Since KCDC is the managing partner for four separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered
 - With KCDC's permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
 - Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista.

- f. Invoices must:
 1. Be numbered
 2. List a date on them that is after the work is completed or goods delivered
 3. List the purchase order number
 4. Breakdown pricing according to the award structure

g. KCDC requires that invoices be submitted via email.

9. **Length of Award**

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion. KCDC will determine the need to exercise the option prior to the end of the executed award year.

10. **Price Structure**

a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Part of the proof must include evidence of changes in the Consumer Price Index (CPI). Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:

1. Continue with the existing pricing.
2. Suggest an alternative price increase.
3. End the award.

b. Suppliers may decrease prices at any time without notice.

11. **Questions**

Direct questions to purchasinginfo@KCDC.org with “Communications Billing Services” in the subject line, at least five business days prior to the due date.

12. **Submittal Instructions**

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 | Questionnaire | KCDC |

- a. Place your company’s name on each page and number all pages consecutively.
- b. The use of tables in presenting information facilitates the evaluation team’s review.

- c. Do not use phrases such as “See the attached” or “Will be provided upon award.”
- d. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.

Scope of Work/Requirements

13. **Introduction**

KCDC currently utilizes a predominant carrier for POTS telecommunication services. The majority of all of local carrier services are defined within this RFP and their respective profiles are defined with specificity in Excel-based workbook. This is solely for services within the domestic U.S. The volume of services presented in this RFP are not expected to increase during the proposed award.

14. **Account Team Expectations**

Professional, responsible account team support is critical to KCDC. The following expectations must be met in order to satisfy KCDC' requirements:

- a. Experienced and dedicated account team and support personnel. Carriers should assign account teams for the duration of a new contract term without reassignment. KCDC will be notified in writing of any account team support changes at least 15 days in advance of such changes.
- b. 24-hour support, 365-days-a-year, for resolving problems, outages and other significant carrier issues. Expected Customer Support hours are from 8:00 a.m. to 8:00 p.m. (Eastern Time), Monday through Friday. Personnel should be available live, with voicemail if temporarily unavailable.
- c. As jointly determined by KCDC and the supplier, hold meetings with the account team to ensure proper billing and invoicing, to discuss optimizations and to resolve any carrier or support issues.
- d. On-site training must be provided by carrier as requested by KCDC employees for billing, provisioning and operational support functions and technology.
- e. An Account Manager must be able to generate and supply special reports as requested and when needed by KCDC.
- f. KCDC reserves the right to request a new Account Team or Account Team members during the Term of the contract if Account Team management and performance is deemed to be unacceptable.

15. **Authorized Order Placement**

Carriers must agree to only accept orders from authorized KCDC personnel and should permit KCDC to forego any services ordered by an unauthorized person from a master list that will be updated periodically. However, KCDC is responsible for any services costs utilized until such services were terminated.

16. **Billing Errors / Reconciliation**

KCDC requires the ability to request and receive credits for any billing errors found up to a minimum of 12 months prior to the notification of the discrepancy to carrier. Carrier(s) should resolve all billing errors reported within 30 days from the date of notification which can be sent to the designated carrier point of contact via email correspondence or any other form of correspondence with the exception of a verbal exchange of billing errors.

17. **Carrier Optimizations**

Each carrier should provide a description of the on-going optimization process that it would establish in order to provide KCDC the maximized solution for its Local services. carrier optimizations should take place at a frequent interval, with KCDC having the determination of whether or not to invoke such proposed optimizations.

18. **Contract and Service Consolidation**

Any services not specifically defined within the scope of this RFP but currently utilized by KCDC or any affiliate, or added to KCDC as the result of a recent acquisition, may be migrated under any carrier agreement executed as a result of this RFP. Carriers will permit KCDC 30 days to migrate these one-off services, if applicable, under the new agreement and provide KCDC the ability to terminate any prior agreements or associated shortfalls of aforementioned acquisitions for the purposes of consolidating all business services.

19. **Coterminous Carrier Services**

All carrier services, regardless of when ordered, installed or in-place shall have the same contract end-date and not a specific carrier service term that may extend beyond the normal contract termination date. It is imperative that KCDC maintains a manageable, coterminous local contract that incorporates all carrier services regardless of carrier service start-dates.

20. **Invoice MRC Waivers**

KCDC requires no monthly recurring costs associated with any invoice options that would be provided. KCDC also desires an online portal specifically to access for billing and tracking of POTS lines. Inability to provide this service may result in disqualification.

21. **KCDC Affiliates**

Carriers agree in principle to the following affiliate language:

"Affiliate(s)" means: (a) any individual, entity (i.e., corporation, partnership limited liability company, joint venture, etc.) that, at the applicable time, directly or indirectly controls, is controlled with or by or is under common control with, a party, (b) any entity that is managed, operated or directed by company or its affiliates, is licensed to do business using the Company's or its Affiliates' name, or does business within a Company, (c) any businesses divested or spun-off by Company or its Affiliates for a period of 24 months following such divestiture or spin-off

22. **Material Breach**

If a carrier materially breaches its obligations under a contract a defined solution must exist.

Carriers must provide a definition of what it considers to be a "material breach" and what rights KCDC has under such a "material breach" condition. Define your conditions surrounding a Material Breach situation and any ramifications that exist under this situation.

23. **Migration**

KCDC may incur moderate carrier and personnel costs in the case of a partial or whole carrier migration. Therefore, it is essential that carriers take into consideration the impact of KCDC possible migration of its Local carrier services.

24. **No Exclusivity**

KCDC will not enter into an agreement that requires any percentage of "exclusivity" or a "preferred carrier" obligation.

25. **Ramp-Down Period**

Upon term contract completion, KCDC requires a "Ramp-Down" period during which the carrier(s) will assist KCDC in transitioning all or part of their carrier infrastructure to an alternate carrier, if deemed necessary. During this "Ramp-Down" period, carriers will honor all pricing, terms and conditions of the agreement on a month-to-month basis for up to 12 successive months.

26. **Rates**

All key rate elements must be both postalized (i.e., non-distance sensitive) and stabilized (i.e., not subject to increases throughout the life of the contract or term of a circuit ordered). More specifically, all quoted pricing shall be fixed for the term of the agreement irrespective of changes to any relevant tariffs. As previously stated, any exceptions must be noted in a carrier's response. If at any time rates increase for whatever reason, the contract will be nullified. The vendor must acknowledge this stipulation as listed in this document.

27. **Trouble Tickets and Escalation Process**

Carrier contact and escalation information shall include the direct line of responsible authority for each of the functional areas.

Carrier shall review/update as appropriate and provide the updated list bi-monthly. This escalation list will be tested on a quarterly basis. KCDC will provide a similar list to the carrier.

- a. The carrier must provide response measurements as part of operational support that includes response time for service interruption starting from the initial trouble call engagement, dispatch of problem, status reporting intervals, estimated time of resolution and ending with the mutual agreement to closure of the trouble ticket.
- b. Should carrier problems exist there must be a defined procedure for reporting troubles immediately. The carrier must have a defined trouble ticket reporting process which allows KCDC to monitor the status on a near real-time or real-time basis. The carrier must provide a detailed explanation of how trouble tickets are handled, related timeframes for service outages and time to repair. If Internet-based applications are available, KCDC would utilize these services.

- c. A Trouble Ticket must not be closed until KCDC can verify that the service is available in the KCDC carrier environment. Closure of the trouble ticket must be mutually agreed upon between KCDC and the carrier.
- d. An escalation list of the personnel that are available for contact should service outages or carrier problems exist should include names, titles, and contact information for the immediate first point of contact, up to Executive Management personnel.

28. **Scheduled and Unplanned Maintenance and Repair**

Carrier will describe its process to notify KCDC of any maintenance or repair and provide for minimum impact to the operations of normal business. The plan should include all of the following:

- a. On-call carrier Technicians available 24 hours a day.
- b. 30 minute notification of any carrier outages, failures or interruptions.
- c. Carrier will notify KCDC 5 calendar days in advance of all planned maintenance and at least 48 hours in advance for actual maintenance.
- d. Updates, reporting or tracking of maintenance and repairs will be in accordance with the Trouble Ticketing and Escalation Process defined above.
- e. Any maintenance performed on carrier-owned equipment dedicated to KCDC will be performed by carrier or its designated contractors at no additional cost.
- f. Carrier will make every effort to perform maintenance during hours that minimize the impact of operations: from 7:30 a.m. to 4:00 p.m. Eastern Time.

29. **Carrier Service Provisioning**

It is important that each carrier accepts (at a minimum) the following KCDC requirements for carrier service provisioning.

- a. The carrier will provide a Provisioning Support and Provisioning Escalation contact list up to 4 levels or up to the Vice President level.
- b. Carriers shall only accept orders or changes to orders from the KCDC Designated Contract Representative(s). KCDC is not liable for agreements signed or orders placed by unauthorized personnel.
- c. Carrier will provide provisioning/installation intervals by service type and features for all Local services.
- d. Firm Order Commitment (FOC) information shall include the committed installation date for all Local services. It is expected that the carrier will meet this requirement for at least 95% of KCDC orders.

- e. Carrier will notify KCDC of any installation delay at least 5 business days before the FOC installation date at which time a new FOC date can be mutually agreed upon.

In the event that the FOC Installation date is missed due to carrier controlled issues, including LEC access circuit issues, and the carrier had not notified KCDC 5 days prior to the FOC date, KCDC shall receive a credit equivalent to 100% of one month of monthly recurring charges for the delayed circuit.

- f. Provide your cancellation policy by Local service type including the interval from receipt of a KCDC cancellation order to the guaranteed cancellation date ("end date") for billing. Provide an order expedite plan or process to include any additional costs or requirements.
- g. Specific to order provisioning, KCDC and the Account Team will hold monthly meetings to review new pending orders and orders fulfilled during the prior month.

30. **Carrier Transition Plan**

All carriers are required to submit a proposed carrier Transition Plan. The Plan is a document developed to outline the specific courses of action necessary in order to ensure a timely and successful full or partial carrier transition. The scope of this plan provides for a full or partial carrier migration within a defined period. The inability to execute the carrier Transition Plan in a timely manner will be costly to KCDC.

It is imperative that carriers' transitions plans meet KCDC expectation of no disruption of service and no additional cost to KCDC. If applicable, new service will not be added under new accounts if a corporate account currently exists with the winning carrier.

31. **Carrier Representation**

The carrier Transition Manager will act as the ranking point of contact for all issues and required escalations as part of the full transition. The carrier will also provide a secondary level of escalation. Both the primary and secondary Transition Managers have experience in large carrier transitions similar to that being proposed as well as Enterprise-level account management. KCDC has found through experience with large transitions that centralized command and control is more successful and orderly than location-specific control.

Carrier will provide one point of contact and one phone number for all KCDC employees and field POC's to report all equipment, activation and service issues.










32. **Management Escalation List**

During the transition, carrier will utilize the following chain of command for the escalation of installation and service issues, if the Transition Manager is unavailable or requires assistance. The Transition Manager will be KCDC initial POC for all issues.

[This and The Previous Pages Do Not Need Returned](#)

Communications Billing Services Consultant Q1920
Solicitation Document A General Response Questions

General Information about the Supplier

| | |
|---|--|
| Sign Your Name to the Right of the Arrow  | |
| By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org . | |
| Printed Name and Title  | |
| Company Name  | |
| Street Address  | |
| City/State/Zip  | |
| Contact Person (Please Print Clearly)  | |
| Telephone Number  | |
| Cell Number  | |
| Supplier's E-Mail Address (Please Print Clearly)  | |

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 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"/> |
|-------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Statistical Information (Check all the apply)

| | |
|---|--|
| This business is at least 51% owned and operated by a woman | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| This business qualifies as Section 3 business (as defined by HUD): 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"/> |
| 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 Americans <input type="checkbox"/> | White <input type="checkbox"/> |

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

Prompt Payment Discount

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

MasterCard Acceptance

| |
|--|
| Mastercard is accepted for payment without additional fees. Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Mastercard is accepted for payment with a fee of _____. Yes <input type="checkbox"/> No <input type="checkbox"/> |

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.

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.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any proposer with any KCDC 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 KCDC 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

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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) 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 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.

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(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)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

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.

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) _____

1. Introduction and Executive Summary

- An explanation of why the firm is best qualified for the work
- Briefly describe the key elements of your proposal
- Describe how your company best meets KCDC's requirements and highlight any major features, functions or other areas that clearly, and significantly differentiate your carrier service offerings (as well as your company) from other competitors
- Limit your response to two pages

2. Company Background Information

- Provide a brief overview and history of your company
- Define the organizational structure of your company regarding account team assignment, geographic areas of focus, and support and management of your customers' mission critical telecommunications carrier services
- Discuss any impact or implications of pending or ongoing mergers as applicable.
- Indicate your staff size
- Indicate your resources available to complete this work

3. Staff Resources

- KCDC's primary contact
- The individual with day-to-day responsibility for the services
- Provide information about the capabilities and experience of these individuals
- Organizational Chart

4. Provide a list of recently completed projects of a similar nature and scope. For each identify:

- Entity served
- Project size
- Contact person
- Contact person's email

5. Indicate plans to partner with Section 3, small, minority, or woman owned firms to complete this work.

- If you subcontract work, will you involve these types of companies

6. Approach

- Describe the approach you would recommend to meet the program objectives and for undertaking the scope of services described herein

7. Cost

- Detail your cost proposal