



Terry McKee, Procurement Director
 901 N. Broadway • Knoxville, TN 37917-6699
 865.403.1133 • Fax 865.594.8858
 procurementinfo@kcdc.org
 www.kcdc.org

Request for Proposals

Solicitation Title	Consulting Services for GASB Statement 87 Leases and GASB Statement 96 Subscription-Based Information Technology Arrangements and Implementation Q2209
Due Date	11:00 a.m. on February 18, 2022 (as KCDC’s clocks indicate)
Upload Address	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC’s webpage)
Questions	KCDC will not accept questions via telephone. Submit questions to procurementinfo@kcdc.org by 6:00 p.m. on February 10, 2022.
Answers to Questions	Responses to all questions will be posted to KCDC’s webpage by 5:00 p.m. on February 14, 2022
Opening Link	Information is not available until the evaluation process is completed.
Award Results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.

Check KCDC’s webpage for addenda and changes before submitting your response



1. Background and Intent

- a. Since 1936, Knoxville's Community Development Corporation (KCDC) has enhanced the quality of life for the citizens of Knoxville and Knox County. KCDC is the public housing authority for Knoxville and Knox County and is recognized by the U.S. Department of Housing and Urban Development as a high-performing public housing authority. KCDC manages and rents more than 3,700 units across more than 20 properties and manages the application process and distribution of 4,000 Section 8 vouchers. KCDC serves as the redevelopment agency for the City of Knoxville and fosters economic development through approving tax credits and incentives for new businesses looking to locate in the area.
- b. KCDC is chartered by the State of Tennessee as an independent public instrumentality and is governed by a seven-member Board of Commissioners. KCDC's Board members are appointed by Knoxville's Mayor. Day-to-day oversight of the corporation resides in KCDC's Chief Executive Officer/Executive Director (CEO) and the staff. KCDC is comprised of four departments and employs approximately 147 individuals. KCDC's approximate total annual operating budget is approximately \$60,000,000.
- c. KCDC seeks proposals from qualified accounting firms to assist the Finance Department (Finance) with agency-wide implementation of Governmental Accounting Standards Board Statement No. 87 – Leases (GASB 87) and Governmental Accounting Standards Board Statement No. 96 – Subscription-Based Information Technology Arrangements (GASB 96). Details of the project are in the Scope of Work section of this document. The selected consultant will provide comprehensive consulting services to assist with GASB 87 and GASB 96 implementation including but not limited to data collection, agreements and contracts review, applicability determination, documenting relevant contract terms and categorize contracts under GASB 87 and GASB 96, selection of discount rate, preparation of amortization schedules, footnote disclosure and other services as needed.
- d. General note to the reader: KCDC uses "supplier" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors" and "proposers."
- e. Contract is defined as an agreement, concession agreement, contract, IT arrangement, lease, Memorandum of Understanding (MOU), maintenance agreement, purchase order, purchase agreement or other arrangement that may be subject to GASB implementation.

2. Changes after Award

It is possible that after award KCDC will need to revise the 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. Generally, such changes will not be of a "cardinal" nature.

3. Codes and Ordinances

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

4. **Contact Policy**

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

5. **COVID-19 Special Requirements**

If COVID requirements are in effect, all workers assigned to work on this project (at KCDC sites) must follow the same health and safety standards that KCDC employees do and must follow any federal, state or local guidance that applies.

6. **Evaluation**

- a. KCDC alone determines (using definitions from the National Institute of Governmental Procurement (NIGP) and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC will review all proposals and reserves the right to request additional necessary information, modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC's best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC's best interest and consistent with good business practices.
- c. KCDC may require oral presentations as part of the evaluation process, but KCDC may choose to award without oral presentations.
- d. KCDC reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in KCDC's best interest. If this option is used, only brief scoring notes will be recorded in the initial phase.
- e. KCDC plans to award to the supplier with the best overall proposal presenting the most advantageous offer based on the following evaluation scale:

Criteria	Description	Maximum Points
Expertise	Technical expertise, size and structure of the supplier and personnel proposed. Ability to perform and complete the work in a professional and timely manner.	25
Skill	Supplier's experience, and in particular, experience of the team working on projects of similar scope for other governmental agencies.	25
Approach	The acceptability of the proposed plan of action to accomplish KCDC's goals.	20
Cost	Cost	25
References	References of similar projects	5
	Total Points Possible	100

7. General Instructions to Suppliers

KCDC's General Instructions to Suppliers are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions identified in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply to this solicitation: 15, 18, 43, 44a, 44b, 44d, 57.

8. Insurance

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

9. 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 pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's portal to ascertain payments made and to which invoices they apply. Supplier's may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.

- d. Invoices must:
- Be numbered
 - List a date on them that is after the work is completed or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
- e. KCDC requires that invoices be submitted via email.

10. Length of Award

The initial award will be for twelve months with four optional annual renewals that KCDC may exercise at its discretion upon the concurrence of the supplier. If KCDC elects to extend the award, KCDC and the success supplier, will negotiate a cost for the extension period.

11. Small Business Outreach

KCDC requires the successful supplier, if the need to subcontract or to purchase supplies to fulfill the award arises, to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

12. Smoke Free Policy

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates no smoking or e-vape usage on owner's property. The Smoke Free policy applies in personal or corporate vehicles on the owner's property:
- b. Applicable definitions include:
- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
 - "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
 - Property means all buildings, parking lots, streets, structures and land owned by KCDC. Should the supplier's staff be observed violating these requirements, KCDC's Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your awarded "contract."

Description of Work

13. General

The selected consultant will perform the GASB 87 and GASB 96 implementation services, including but not limited to the following tasks:

- a. Review all existing agreements and contracts and document the best approach to determine their eligibility under GASB 87 and GASB 96.
- b. Provide a list of all contracts that meet the GASB 87 and GASB 96 definition and provide documentation support for the inclusion. Gather key data to determine the contract/agreement terms and calculate the contract value.
- c. Provide a master schedule summarizing the calculation and other relevant information used to determine the value for each contract.
- d. Assist with appropriate journal entries and footnote disclosures for the financial statement audits.
- e. Identify and provide a listing of any contract that may be excluded from GASB 87 or GASB 96 reporting and provide documentation of the rationale for the exclusion.
- f. Develop a framework for evaluating new contracts as KCDC enters them.
- g. Develop and document procedures to assist KCDC in its annual updating the valuation and reporting.
- h. Develop and document procedures to assist KCDC in tracking and reporting new contracts.
- i. Provide KCDC with professional education to further enhance KCDC's Finance Department's knowledge concerning GASB 87 and GASB 96 requirements.
- j. Provide KCDC with a project timeline with completion expected by or before July 15, 2022.
- k. Respond to KCDC's follow-up audit questions and provide additional information as needed to complete GASB 87 and GASB 96 accounting and disclosures during the FY22 audit.

The following pages present both the information that KCDC desires as well as the order that it is desired in. Please follow this format.

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

Solicitation Document A	General Information about the Supplier
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Note: Complete all cells even if the answer is "Does not apply"

Sign Your Name to the Right of the Arrow

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title

Legal Corporate Name

Street Address

City/State/Zip

Contact Person (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 Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee
*Total gross receipts of not more than \$10,000,000 average over a three-year period OR
 employs no more than 99 persons on a full-time basis* Yes No

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
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Prompt Payment Discount Statement

A ___% prompt payment discount applies when KCDC makes payment in ___ days of accurate invoicing.

Insurance Statement

I have reviewed the insurance requirements with my insurance agent(s) and will comply with them without exception. Yes No

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.

General

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

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.

(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 --

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.

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.

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

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 Cover Letter

Use this section to:

1. Provide an executive summary including a brief overview of the proposed workplan, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.
2. Identify exceptions to KCDC's terms and conditions. If applicable, indicate desired changes to the terms.

Solicitation Document E Key Personnel and Organizational Chart

Use this section to:

1. Identify the key personnel that will be committed to the project. KCDC reserves the right to reject any key personnel proposed if it is determined in its best interest. All key personnel must be committed to the project at the appropriate time level. Supplier understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without KCDC's approval. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
2. Provide a brief (no more than three paragraphs) biography of proposed personnel. Include their:
 - Education, Certifications and Qualifications for this project
 - GASB 87 and GASB 96 experience
 - Years in the accounting field

Solicitation Document F Supplier's Experience, Qualifications and Capabilities

Use this section to detail information about your business including:

1. Your corporate experience
2. Total staffing size
3. Areas of expertise
4. Your size, structure and ability to maintain continuity of the project.
5. Provide three references of similar work including:
 - Contact name and contact information (phone and email)
 - Description of the size and scope of each project
 - Service completion date(s) or status

Use this section to detail:

1. Your implementation methodology and the plan to accomplish the requirements of this RFP.
2. Your action plan to supervise the implementation team.
3. How you will communicate with internal management to avoid year end accounting issues.
4. How you will coordinate and/or collaborate with KCDC's staff to avoid duplication of efforts and/or services.

Use this section to detail:

1. The total project cost.
2. Prices for any optional services.
3. Unit rates for services that may be impossible to totally quantify or which additional hours units may be required.