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Request for Proposals	
Solicitation name	UPCS Inspection Services Q2413
Upload responses by	11:00 a.m. on January 31, 2024 (as KCDC's clocks show)
<u>Upload</u> your response at	<p>https://vrapp.supplierregistry.com/Account/LogOn</p> <ul style="list-style-type: none"> <u>All bids/proposals must be submitted through the Vendor Registry platform as one document.</u> When uploading bids/proposals, be sure to upload all required solicitation documents. Bids/proposals delivered by email, fax, USPS or in person will be rejected.
Post Questions to	<p>https://vrapp.supplierregistry.com/Account/LogOn by 6:00 p.m. on January 24, 2024.</p> <p style="text-align: center;">KCDC will not accept questions via email or telephone.</p>
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response.	



1. **Background and Intent**

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. This solicitation is to establish an agreement with one or more suppliers for **Uniform Physical Condition Standards** (UPCS) inspection services, in accordance with HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) standards, for KCDC. These services are as needed across KCDC's portfolio of approximately 3,525 units in 15 developments. These inspections are to assist KCDC staff in preparing successfully for HUD's official UPCS inspections.
- d. Requirements and Expectations include:
 - Include the unit interior, exterior, systems, common areas
 - Include travel expenses
 - Electronic submission of reports
 - To include review of certification areas/documentation
 - Boilers
 - Elevators
 - Fire Alarms
 - Sprinkler Systems
 - Lead Based Paint
 - Inspection Reports to include
 - Cover page
 - Deficiency by item report
 - Note of interest
 - NSPIRE time table report
 - Passed unit list
 - Pre-REAC report
 - Property score NSPIRE
 - Standard Deficiency report
 - Unit by unit defect report

- e. All inspections must be conducted in strict accordance with the most current standards enunciated in HUD's NSPIRE guidelines. Accordingly, all inspectors must be properly trained on NSPIRE guidelines, their application and interpretation.

2. **Bonding**

The suppliers employees must be bonded as they will be alone in the residents' apartments. Proof of the bond must be supplied to KCDC prior to work commencement.

3. **Changes after Award**

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

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 this project. Such contact can disqualify the supplier from the solicitation process.

5. **Damage**

The supplier is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential damage resulting from the provision of the requested services.

6. **Employees**

Supplier will:

- a. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Employee's parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

7. **Entrance to Sites**

Supplier's employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

8. Equipment

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted. KCDC staff is not to be asked to loan equipment.

9. Evaluation

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

Factors	Maximum Points
Cost	50
Proposer’s Corporate and Service Provision Information	45
References	5
Total	100

10. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions found in KCDC’s “General Instructions to Suppliers.”

The following paragraphs in the General Instructions to Suppliers do not apply to this solicitation: 17, 46a, 46b, 46d, 46e and 47f.

11. Insurance

- a. See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in their proposal.
- b. Note that KCDC's Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).
- c. Upon notice of intent to award, your insurance agent will email the Certificate of Insurance (COI) to tmckee@kcdc.org for review.

12. Invoicing/Ordering

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may refuse invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC pays by electronic transfer (ACH) only. Suppliers' accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply.
- d. Invoices must:
 - Be numbered
 - Show a date that is after the work is complete or goods delivered
 - List the purchase order number
 - Breakdown pricing according to the award structure
 - Reference the solicitation number
- e. KCDC wants all invoices emailed to apadmin@kcdc.org . Copy the requestor on the email. Do not send invoices by any other means.

13. Length of Award

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

14. 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. Such increases must be supported by changes to the PPI for Knoxville or other such benchmark acceptable to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the 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. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

15. Safety/OSHA Guideline Compliance

- a. Public safety is of prime concern to KCDC, and all costs associated are the responsibility of the supplier. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- b. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other suppliers) from entering work areas.
- c. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

16. Small Business Outreach

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. The successful supplier reports to KCDC on dollars spent with such businesses each January.

17. Smoke Free Policy

KCDC’s Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

- No smoking on any KCDC property
- No e-vape or similar usage on any KCDC property
- The Smoke Free policy applies in personal or corporate vehicles on owner’s property

18. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the federal government, HUD’s nor the State of Tennessee’s debarment lists.
- d. Not be changed without owner’s permission.

19. Work Hours

KCDC’s work hours are Monday through Friday day from 7:30 a.m. until 4:00 p.m. and supplier work is normally performed during these hours.

20. Organize your proposal in this structure

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	Corporate Qualifications	Supplier
Solicitation Document E	Staff Qualifications	Supplier
Solicitation Document F	Cost	Supplier
Solicitation Document H	Sample Report	Supplier
Solicitation Document I	Insurance Agent’s Certifications	KCDC

Note: Your submittal’s first page is KCDC’s Solicitation Document A.

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

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

Drug Free Workplace Requirements

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

Eligibility

5. 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

6. Supplier understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer. Further, such offer is genuine and is not a sham offer.

Iran Divestment Act

7. 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 the Iran Divestment Act (TCA 12-12-101 et seq.).

General

8. Neither the supplier nor any of its officers, partners, owners, agents, representatives, or employees or has in any way colluded conspired, connived or agreed, directly or indirectly, with any other 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.

9. The 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.




No Contact/No Advocacy Affidavit

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

Non-Boycott of Israel Affidavit

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

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for response rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by		
Printed Name		
Title		

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 (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 Corporate Qualifications

Provide no more than five pages (a page is the front and back of one sheet of paper) to provide information explaining your company's history and capabilities to successfully complete KCDC's assignments. Include these factors (and others as you determine):

1. Company background
2. Years in business
3. Staff Size
4. Staff Experience
5. Detail how you stay current on NSPIRE rules and interpretations
6. Explain any HUD recognitions or certifications
7. Electronic capabilities
8. Turn-around time for starting assignments
9. Turn-around time for finishing assignments (including reports)

Solicitation Document E Staff Qualifications for those to be assigned to KCDC

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

1. Names
 - Certifications
 - Training
 - Years of experience
 - Years with your company
2. Indicate which member of your team will be KCDC's main contact.

Solicitation Document F Cost

Use the following format to supply your cost proposal to KCDC. If additional lines are needed, insert them.

Cost Information	
UPCS Annual Inspection	\$ each
Other: (specify what the cost factor is)	\$
Other: (specify what the cost factor is)	\$
Other: (specify what the cost factor is)	\$

Solicitation Document G References

Provide two types of information:

1. Five specific references of similar past work. Include:
 - Contact name
 - Contact email
 - Description of work performed
 - Date the service was provided
 - Indicate which of your staff members was assigned to the project

2. A client list that demonstrates that services have been provided to other clients of similar size and scope with an emphasis on providing services to other housing authorities and/or apartment complexes, if applicable.

Solicitation Document H Sample Report

Provide a sample report showing the general format and structure of your reports so that KCDC can evaluate its suitability.

I have reviewed the insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may be entailed with the coverages.

Insurance Agency 1 Name: _____

Authorizing Signature: _____

Insurance Agency 2 Name: _____

Authorizing Signature: _____

Insurance Agency 3 Name: _____

Authorizing Signature: _____

Bidder's/Proposer's Statement and Certification:

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. I and my subcontractors (if any) will comply with the insurance requirements herein.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

Proposer's Name: _____

Authorizing Signature: _____

Return this page with your proposal.

Insurance

The supplier agrees to maintain at its sole expense on a primary and non-contributory basis during the term of this resulting contract insurance coverages and limits in accordance with the supplier's standard business practices and acceptable to KCDC. Such insurance shall contain or be endorsed to contain a provision that includes the Owner Entities listed below as additional insureds with respect to liability arising out of work and/or operations performed by or on behalf of the supplier. Such insurance shall provide waiver(s) of subrogation and a 30-day cancellation notice. The supplier shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.

Owner Entities are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided supplier's insurer(s) permit(s), the entities listed below can be identified collectively as "Owner Entities":

KCDC, its officials, officers, employees, and volunteers

Eastport Development, LP
Five Points 1 LP
Five Points 2 LP
Five Points 3 LP
Five Points 4 LP
Lonsdale, LP
North Ridge Crossing, LP
Vista at Summit Hill, LP
Bell Street LP
Bell Street 2 LP
Bell Street 3 LP
Montgomery Village Corporation
Cagle Terrace Corporation

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)

Right to Revise or Reject. KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work or specifications, insurance market conditions affecting the availability or affordability of coverage.

This page does not need to be returned to KCDC.
