



PURCHASING DIVISION

901 Broadway, N.E. • Knoxville, TN 37917-6699
865.403.1133 • Fax 865.594.8858
800.848.0298 (Tennessee Relay Center)
Email: purchasing@kcdc.org
<http://www.kcdc.org/en/DoingBusiness.aspx>

Request for Qualifications

LEGAL SERVICES

Due Date: By 11:00 a.m. (Eastern Standard Time) on July 7, 2015

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

Solicitation Number: C15027

Deliver Responses to: Knoxville's Community Development Corporation
Purchasing Division (building behind the main office building)
901 Broadway N.E.
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: **Yes** **No**

Pre-Submittal Conference: None-submit questions via email.

Award Results: KCDC posts the award decision to its webpage at:
<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.aspx>

Electronic Copies: Vendors are encouraged to use the MS Word and Excel versions of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.

General Information for Vendors

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 the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,551 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties. KCDC employs approximately 150 persons to carry out these functions.

KCDC was created under Tennessee State enabling statutes in 1936. The primary source of funding for the operation of the various programs comes from the U.S. Department of Housing and Urban Development through an Annual Contributions Contract. Additional funding comes from grants, both local and federal, and in the collection of rent and related charges.

The governing board authorizes subsidy contracts with the United States Department of Housing and Urban Development pursuant to the latter agency's regulations and statutory authorizations. One contract causes the corporation to construct, own and operate public housing assistance payments for eligible individuals and families.

KCDC Chief Executive Officer is known as the "Executive Director." An immediate staff called "Executive Management" supports him. The Executive Management staff consists of the Senior Vice President of Housing and the Vice President of Finance & Administration. Below these positions are the various supervisors, managers and employees.

- b. KCDC contracts with vendors to obtain necessary legal services including such areas as contract law, employment, human resources, Tax Increment Financing, property law and other areas.
- c. This solicitation is to result in the hiring of a firm to provide legal services as needed by KCDC and is intended to augment the services of KCDC's general counsel, Bass, Berry & Sims.

2. **ACCEPTANCE**

Submissions in response to this solicitation will constitute acceptance of the terms and conditions of the Request for Qualifications.

3. **AUTHORIZED KCDC CONTACTS**

KCDC authorizes the following persons to request legal services from the selected vendor(s).

Executive Director	Art Cate
Senior Vice President of Housing	Sean Gilbert
Vice President of Finance & Administration	Tracee Pross
Human Resources Director	Denise Campbell
Redevelopment Administrator	David Cook

4. **CHANGES AFTER AWARD**

It is possible that after award KCDC may need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to accept these charges provided the vendor can document the increased costs. KCDC reserves the right to add or delete sites (properties) as needs change.

5. **CONFIDENTIALITY**

- a. During the term of this appointment, as well as thereafter, the vendor will keep all information pertaining to KCDC confidential unless such information is open to the public under local, state and federal law. Vendor shall not use any such information to the detriment of KCDC or its officers or employees at any time.
- b. The vendor shall immediately communicate any inquiries from the media concerning KCDC or matters for which KCDC engages vendor to one of the above-authorized KCDC contacts. Vendor shall work with KCDC to develop an appropriate response, if warranted.

6. **CONFLICT OF INTEREST**

In addition to complying with any applicable professional conduct standards relating to conflicts of interest, vendor affirms and agrees that he/she has not represented any client in any matter pending against KCDC during the six month period preceding the resulting contract, and that he/she/the firm shall not represent any client in any capacity concerning any matter pending against KCDC during the existence of this contract, nor for a six month period following the termination of this contract.

7. **CONTACT PERSONNEL**

A good working relationship must develop between KCDC and the successful vendor. The vendor will not have more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful vendor will formally introduce the new contacts to KCDC personnel (both Procurement and Executive Management). These contacts must be knowledgeable of KCDC to avoid any interruption of service.

8. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award regarding this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

9. **GENERAL COUNSEL**

Currently the law firm of Bass, Berry & Sims serves as KCDC's general counsel and this firm will be retained. The requested services are to augment the services provided by Bass, Berry & Sims for non-bond related activities.

10. **EVALUATION:**

KCDC will determine the responsiveness and responsibility of each submission. Once responsiveness and responsibility are determined, KCDC will evaluate the remaining responses on these criteria:

Item	Points
<p>Fair Housing Relevant experience and qualifications with Tennessee state and federal statutes and regulations regarding Fair Housing matters relating to public agency law and (but not limited to) the Tennessee Landlord Tenant Act, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights act of 1964, and other federal acts and executive orders related to and discrimination.</p>	35 points
<p>Labor and Employment Matters Relevant experience and qualifications with Tennessee state and federal statutes and regulations regarding workers compensation claims and labor and employment matters relating to public agency law. Relevant experience and qualifications in alternative dispute resolution regarding employment matters.</p>	30 points
<p>Real Estate Law Relevant experience and qualifications with land acquisition and relocation by governmental entities including contracts, leases, financing, eminent domain, air rights, and public housing/redevelopment law under the Tennessee Code.</p>	35 points
Total Possible Points	100 points

- a. The evaluation team may choose to first rank the submittals in ordinal order. If so, only the highest ranked submittals will be scored in detail.
- b. If oral presentations are required, the Procurement Director will arrange structured oral presentations by each vendor on the shortlist.
- c. After completion of interviews and negotiations, the evaluation team will recommend an award to the Procurement Director.
- d. KCDC will consider as “non-responsive” any submission from which required information is lacking or any submission that represents a material deviation from this solicitation.
- e. KCDC reserves the right to request additional information from any vendor after the submission deadline. KCDC also reserves the right to reject any and all, or part(s) of any and all submission, to select one or more vendors, or to award no award and re-advertise this solicitation; postpone or cancel the process at any time, and to waive any irregularities in this solicitation or in submissions received as a result of this solicitations.
- f. All materials submitted pursuant to this solicitation become KCDC’s property. KCDC does not release information about submittals until the process is complete and an award recommended. Members of the evaluation team will not release information to anyone except the Procurement Director.

- g. KCDC reserves the right to use all pertinent information whether disclosed in the solicitation process or learned from sources that affect KCDC's judgment as to the appropriateness of an award to the best-evaluated vendor.
- h. Once the highest ranked submittal(s) are determined, KCDC will enter into negotiations with the vendor(s) concerning cost and other relevant factors. The evaluation team will score the submittals and offer an award to one or more vendors.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions are at www.kcdc.org. Click on "Doing Business With KCDC" where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." Vendors may wish to review certain applicable HUD instructions on KCDC's webpage.

12. **INDEPENDENT VENDOR**

The partners and/or associates of the firm understand and agree that, with regard to rendition of services under any agreement because of this solicitation, they are independent Firm/Attorneys and not officials or employees of KCDC.

13. **INSURANCE**

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

14. **INVOICING/ORDERING**

- a. Until a contract or purchase order is in place, work is not to be performed nor are goods to be delivered. As contracts or purchase orders authorize work and obligate payment, if a vendor performs work without a contract or purchase order in place, KCDC does not have a legal obligation to pay for the work.
- b. Depending upon the nature and volume of the award, vendors may be asked to:
 - 1. Bill once per month or to bill each individual job.
 - 2. Provide a monthly statement that recaps all charges for the month.
 - 3. Transmit invoices to the site manager or ordering official or to send them to Accounts Payable.
 - 4. Leave an invoice at the work site, mail them, email them or fax them.

- c. Invoices must:
 - 1. Be numbered
 - 2. Have a date on them that is after the work is completed or goods delivered
 - 3. Show the purchase order number or contain sufficient identifying information for KCDC's account purposes.
 - 4. Breakdown pricing according to the award structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 - 5. Be suitable for scanning since KCDC does not maintain paper records.
- d. Vendors are required to submit invoices within 90 days of the date after providing the goods or services to KCDC. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.
- e. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or "use tax." 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 vendor. If taxes are on KCDC's invoices, they will not be paid.
- f. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued.

15. **LENGTH OF AWARD**

The length of the award will initially be twelve months. KCDC may exercise four one-year optional renewals if KCDC desires.

16. **LICENSING**

Vendors will submit adequate proof of licenses and/or permits with their submittal.

17. **MINIMUM QUALIFICATIONS:**

- a. Each attorney in the proposed team shall possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
- b. The Bar in the State of Tennessee must have admitted each attorney in the proposed team to practice and the attorneys must maintain a Tennessee law license in good standing.
- c. The proposed designated Lead Attorney shall have a minimum of ten years' experience in the field of local government law. The attorney's resume shall show particular experience in specialized fields.

- d. At least one member of the firm must be admitted to practice before the Federal judiciary and have litigation experience before the Federal Court.
- e. Adherence to the Tennessee Code of Professional Responsibility.

18. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with “Questions about Legal Services” in the subject line, at least five days prior to the due date.

19. **RECORDS**

The firm under contract to provide legal services shall maintain proper records and files. Such records and files shall be furnished to KCDC upon completion of the litigation or termination of the contract, if requested.

20. **REQUIREMENTS CONTRACT**

- a. Any agreement resulting from this solicitation will be an “open-end” type of agreement.
- b. It is understood that KCDC intends to use the successful vendor for these services but that KCDC reserves the right to purchase these products or services elsewhere if it is in KCDC’s best interest.

21. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Not be on HUD’s Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC’s permission.

Scope of Work

1. **GENERAL**

KCDC desires the professional services of one or more legal firms to supply legal advice, opinions and other services for KCDC numerous needs. The vendor shall furnish all labor and resources to provide for professional legal services for KCDC. The selected vendor will provide KCDC with the following broad range of legal services:

- a. **Fair Housing Law**
As requested, assist KCDC staff with compliance with state and federal housing laws including, but not limited to the Tennessee Landlord Tenant Act, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights act of 1964, and other federal acts and executive orders related to and discrimination.

- b. Commercial Matters
As requested, assist KCDC staff with review of contracts, leases, purchasing documents, various types of incorporation, insurance, civil procedure, building and construction law, and other commercial matters.
- c. Labor and Employment Matters
As requested, assist KCDC staff with compliance with the Fair Labor Standards Act, Civil Rights Act of 1964, with the Occupational Safety and Health Act of 1970, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, and other state and federal employment laws and regulations.
- d. Real Estate Law
 - 1. Participate, as necessary, in negotiations and provide services in connection with acquisition of land from various owners, including all improvements thereon;
 - 2. Prepare petitions and prosecute to completion all condemnation proceedings which may be necessary in connection with acquisition of parcels with the project areas;
 - 3. Participate, as necessary, in negotiations and provide services in connection with disposition of property to potential developers;
 - 4. As requested, review, assist in developing, or prepare sales contract documents, lease agreements, development agreements, etc., to ensure conformance with all applicable local, state, and federal legal requirements;
 - 5. Respond to questions from authorized representatives of KCDC staff pertaining to the Tennessee Code Annotated regarding public housing laws and HUD rules and regulations;
 - 6. As necessary, and when requested, participate and represent KCDC in meetings involving the project areas;
 - 7. Assist KCDC staff in matters pertaining to redevelopment plans, including amendments as required, and enforcement of said plans;
- 2. **COMPLIANCE WITH HUD LITIGATION HANDBOOK**
The vendor will comply with the provisions of HUD Litigation Handbook 1530.1 REV-3 or any successor issuance.
- 3. **HUD REQUIREMENTS**
 - a. The vendor shall not, without HUD approval, represent any officer or employee of KCDC, in his/her individual capacity, in connection with potential civil liability or criminal conduct issues related to the operation of KCDC.

- b. The vendor has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized activity of HUD (including the Office of the Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the vendor cannot be inconsistent with the foregoing obligation. Specifically, the vendor shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records.
- c. KCDC and the vendor shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to the vendor’s engagement. Such records constitute KCDC records and are subject to item “B” above.
- d. If HUD or KCDC determines that the vendor is violating any provision of this section, it shall timely notify the vendor of such violation. The vendor will then have 48 hours following its receipt of the notice of violation to cease and desist from further violation. If the vendor fails to adequately, cure the notice violation with 48 hours: (A) HUD, in its discretion, may demand that KCDC terminate the professional legal services engagement for breach, or henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) KCDC, in its discretion, may terminate the professional legal services engagement for breach. Additionally HUD may sanction the vendor pursuant to 24 CFR. Part 24.

4. **TYPICAL MATTERS IN WHICH THE VENDOR MAY BE INVOLVED**

KCDC may ask the successful vendor(s) to assist in the following types of matters. This is not an exhaustive or an all-inclusive list of typical services.

- a. Legal advice to the KCDC Board.
- b. Legal advice to the KCDC staff.
- c. Legal advice to KCDC concerning insurance issues.
- d. Preparation of ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
- e. Review of ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
- f. Review of potential conflicts of interest.
- g. Prepare legal opinions at the request of KCDC.
- h. Provide KCDC with a legal perspective and advice on various governmental issues.

- i. Review, comment and modify pending KCDC contracts, easements, deeds and other KCDC land transaction documents.
- j. Prepare legal documents covering purchases and sale of land.
- k. Review of BOC meeting agendas.
- l. Compliance with the Tennessee Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), KCDC policies and procedures and by-laws and actions that shall put KCDC at risk for liability exposure.
- m. KCDC shall retain the right to have the successful vendor(s) provide services in any matter that KCDC believes the legal firm is qualified to provide and if, in the opinion of KCDC, it is in the best interests of KCDC to do so.
- n. Note that the successful vendor(s) shall only be providing work pertaining to legal issues commonly addressed by a legal vendor and the successful vendor shall not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.
- o. Please note that the preceding is not intended to be an all-inclusive listing of the legal issues that KCDC may retain the successful vendor(s) to provide, but is intended to be a representative listing of services that KCDC has previously required.
- p. KCDC reserves the right to, at any time during the ensuing contract period, and without penalty to the legal vendor retained as a result of this solicitation, conduct additional competitive solicitations to retain additional legal vendor(s) when, in the opinion of KCDC, it is in the best interests of KCDC to do so. Accordingly, the legal vendor retained as a result of this solicitation shall have the right to also respond to any such additional solicitation process, if conducted.

5. **TYPES OF LEGAL SERVICES NEEDED**

a. **MASTER CONTRACT FOR LEGAL SERVICES**

The vendor(s) shall perform all services necessary on behalf of KCDC in connection with pending or threatened litigation (as defined in HUD Handbook 1530.1 REV-3 or successor issuance) through the trial court stage and in any ensuing appeal or appeals. This contract shall apply to any matter only upon execution by the PHA and Counsel with the prior approval of the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") of a letter agreement.

b. **CONTRACT IN CONNECTION WITH THE MANAGEMENT OF LOW RENT HOUSING PROJECTS**

This covers general legal services, including reviewing contracts and miscellaneous details relating to the operation and management of the low rent housing projects of the Local Public Agency; advice and assistance to the Local Public Agency on legal matters and the rendition of opinions thereon; supervision as to the legality of official minutes of the Local Public Agency; and attendance at meetings of the Board of Commissioners of the Local Public Agency

Excluded Services. This shall not include the following:

1. Matters pertaining to the development of a low rent housing project.
2. Matters pertaining to the acquisition of property for a low rent housing project.
3. Matters relating to title examination of land to be acquired.
4. Matters relating to the issuance of notes or bonds issued at public sale and requiring opinion of bond vendor.
5. The institution and prosecution of suits for the acquisition of property by condemnation proceedings.
6. Any litigation, actual or threatened, to which the Local Public Agency may be or become a party, it being understood that such litigation shall be handled under the Master Contract for Legal Services between the Local Public Agency and the Attorney.
7. Any matters, which, because of the significance of the Authority's exposure to financial loss or the precedential nature of the legal issue, the Local Public Agency and Attorney mutually agree, would result in inadequate compensation to the Attorney if included within a retainer because of the extraordinary time to be required in resolving such legal issues.

c. CONTRACT IN CONNECTION WITH THE HOUSING CHOICE VOUCHER PROGRAM

This covers general legal services, including reviewing contracts and miscellaneous details relating to the operation and management of the Housing Choice Voucher Programs of the Local Public Agency; advice and assistance to the Local Public Agency on Housing Choice Voucher Program legal matters and the rendition of opinions as to the administration of the Housing Choice Voucher Programs.

Excluded Services. This shall not include the following:

1. Matters pertaining to the development of new Housing Choice Voucher Programs.
2. Matters pertaining to the acquisition of property for Housing Choice Voucher Programs.
3. Matters relating to title examination of land to be acquired.
4. Matters relating to the issuance of notes or bonds issued at public sale and requiring opinion of bond vendor.
5. The institution and prosecution of suits for the acquisition of property by condemnation proceedings.

6. Any litigation, actual or threatened, which the Local Public Agency may be or become a party, it being understood that such litigation shall be handled under the Master Contract for Legal Services between the Local Public Agency and the Attorney.

Submittal Structure Information

Follow these steps and guidelines when preparing your submittal.

1. Submit your qualifications statement in the order and format indicated on the following pages. **Solicitation Document A is to be the first page of your submittal**, followed by Solicitation Document B and so on.
2. Place your firm's name on each page.
3. Number all pages consecutively. Indicate on all pages the section that you are responding to as shown on the following pages.
4. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
5. Submit one original (with all pages marked "original") and one electronic copy (email or CD) of your submittal.
6. Fancy brochures and advertisements are not necessary.
7. ***Do not*** use phrases such as "See the attached" or "Will be provided upon award."
8. If you have attachments, mark them (on the cover) with the vendor's name.
9. Bind submittals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
10. This document is available in MS WORD format and **vendors are encouraged** to use the Word version for their responses. If you are interested in obtaining the Word document, email purchasing@kcdc.org. KCDC's Adobe copy of the document will remain the "official" version of the document. Only the Adobe version has all of the required forms.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

General Information about the Vendor

Sign Your Name to the Right of the Arrow Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org .	
Printed Name and Title	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Fax Number	
Cell Number	
Vendor's e-mail address (Please Print Clearly)	

Addenda

Addenda are at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting your response.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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Statistical Information

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"/>
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As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:

Section 3 <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor 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, firm, 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 firm, 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; and
4. The vendor is not ineligible for employment on public contracts because of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award let by the State of Tennessee or any political subdivision thereof.
5. 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 responder.
6. No employee, officer or agent of the grantee or subgrantee 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 firm selected for award.
7. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
8. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies 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 _____	

Certifications and Representations of Offerors

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (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.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern*. "Women-owned," as used in this provision, means a small 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 enterprise* which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Vendors are to provide the information requested below so that KCDC can determine their capacity to perform the required work.

1. Outline why KCDC should select your firm to provide the required services.
2. Narrative about the history of the vendor/firm.
3. History of the firm and key management/partners.
4. Date of inception or incorporation of the firm.
5. Narrative about the resources of the vendor/firm.
6. Number of staff available for KCDC. Delineate between Clerical and Professional
7. Technology Support: computers, printers and other equipment, including internet/email communication.
8. Expectations regarding adequate notice for meetings with KCDC personnel.
9. Any potential conflicts of interest in representing KCDC.
10. Transition Plans: Include a description of how the firm intends to assume responsibility of existing legal matters and how soon the firm, if selected, would be in a position to provide services.
11. Have you ever been debarred from work with any governmental entity? If yes, explain.
12. Have you/the-firm ever declared bankruptcy?
13. Describe your quality control program.
14. Evidence of prior relevant experience with regulations and policies of the United States Department of Housing and Urban Development.
15. Evidence of prior relevant experience with landlord and tenant law.
16. Evidence of prior relevant experience with redevelopment issues such as, but not limited to eminent domain, TIF's, et cetera.
17. Evidence of prior relevant litigation experience.

18. Evidence of prior experience with public procurement law.
19. Evidence of prior relevant experience with real estate law.
20. Evidence of prior relevant experience with construction law.
21. Evidence of prior relevant experience with employment law.

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Solicitation Document E Qualifications and Experience of Vendor's Personnel

1. Present proposed organizational chart identifying the key individuals and their proposed roles.
2. An overall narrative of the qualifications of persons proposed to work directly with the KCDC.
3. Provide detailed resumes of each person (professional staff only). Resumes need to be in this format:
 - a. Name & title.
 - b. Job assignments/other projects.
 - c. Number of years with this firm
 - d. Number of years with other firms.
 - e. Experience - brief description of the duties and roles performed.
 - f. Educational achievements.
 - g. Professional affiliations/credentials of assigned personnel.
 - h. The level of responsibility to be assumed by each person.
 - i. Specific detailed litigation experience and include dates of when services were performed. For litigation attorneys, list prior jury and non-jury trial experience.
 - j. Tennessee State Bar membership number and date of admission to the federal bar for firm members to be assigned to KCDC.
4. Identify the accessibility of the proposed designated Lead Attorney and the response time that the individual offers to KCDC. Specifically, identify the lead-time required for attending scheduled or specially called meetings. Identify how quickly the Lead Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorneys.
5. Provide the number of current clients for the firm as a whole and for the attorney(s) assigned to KCDC.

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Solicitation Document F References

1. Provide client references as similar as possible to this work. KCDC prefers references from “affordable housing” companies but will accept other references at its discretion.
2. A vendor may only list a company once even if you have done multiple jobs for them.
3. KCDC reserves the right to contact and interview the listed references via electronic survey means.
4. Provide **three** references in the following format.

Name of the business receiving services	
Contact person	
Contact person title	
Contact person’s telephone number	
Contact person’s email address	
Description of the service provided	
Service began	
Service ended	