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Request for Qualifications

Solicitation name and number	Architectural & Engineering Services Q2117
KCDC's Procurement Division must receive your response no later than	11:00 a.m. on June 11, 2021 (as KCDC's clocks indicate)
Email your responses (as one document) to	procurementinfo@kcdc.org
Questions about this solicitation	Submit questions to procurementinfo@kcdc.org by 4:00 p.m. on June 4, 2021. KCDC will not accept questions via telephone.
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 (https://www.kcdc.org/procurement/) for addenda and changes before submitting your response	



General Information

1. Background and Intent

- a. Created under Tennessee State enabling statutes in 1936, Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's housing property portfolio includes 17 sites with approximately 3,525 dwelling units. KCDC also administers approximately 4,097 Section 8 Vouchers, 76 Moderate Rehabilitation units. Other activities of KCDC include management of 9 LIHTC properties, administration of development and redevelopment projects for local governments and several related business activities.
- b. KCDC is soliciting qualified Architectural (including Landscape Architecture), Civil and Geotechnical Engineering, and material testing / construction inspection firms to provide services for various projects as needs arise. This will be a multi-award RFQ to create a roster of qualified firms for assignments generally related to the following project types: multifamily new construction, multifamily renovation, new construction and renovation of civic buildings (e.g., schools, community centers), design of parks, playgrounds and recreation areas, public and private infrastructure development. Compensation paid to firms shall not exceed \$1,500,000 per project/contract under this award. Awarded firms shall be chosen for individual projects based on their qualifications, availability, similar factors and KCDC's best interest.
- c. Should this RFQ result in fewer awards for each category than KCDC desires, KCDC reserves the right to issue an RFQ at any time to augment the list.
- d. Submitters may submit qualifications under one or as many disciplines as applicable to their firm's expertise as indication in each disciplines' area "Interest Matrix." It is KCDC's intent to have multiple firms under the various disciplines pre-qualified to provide specialized services and expertise from the highest and best evaluated firms needed for KCDC projects. The services provided will result in a roster of consultants that will be available to all KCDC departments.
- e. KCDC reserves the right to engage from the roster of selected firms as may be required during said period but does not guarantee any minimum or maximum services to be ordered during the period specified from any from any given firm. Task order assignments shall be at KCDC's sole discretion.
- f. When services are needed, KCDC departments will have the ability to choose and negotiate specific task orders from the roster of firms for their specific project.

2. Changes after Award

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

3. **Contact Policy**

Contact only KCDC's Procurement Division about this solicitation from the issuance of this RFP until its award. Information obtained from any other person will not affect the risks or obligations assumed by the firm or relieve the firm from fulfilling any of the conditions of the resulting award. Such contact can disqualify the firm from the solicitation process.

4. **Contract Model**

KCDC has posted the typical contract document that it uses on KCDC's webpage for review. It is important that submitters understand the contract that KCDC typically uses for these services. However, KCDC may alter the prototype contract or use other formats as task order needs dictate.

5. **Contract Approval**

Task orders resulting from this RFP are subject to the approval of KCDC's Board.

6. **Errors and Deficiencies**

The successful firm is required to revise any material prepared under an agreement resulting from this RFP without additional compensation if it is determined that the firm is responsible for errors or deficiencies.

7. **Evaluation**

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the firm's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive submittal is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information from the submitter and/or any other source to assist in the evaluation process.
- c. KCDC will review all submittals and reserves the right to request necessary modifications, waive minor technicalities, reject all submittals, reject any submittal 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 that is in KCDC's best interest and consistent with good business practices.
- d. KCDC will evaluate submittals on a "Pass/Fail" model and those that "pass" will be added to the resulting roster. The evaluation team will evaluate the information provided against the information requested in this document to determine whether a submittal passes or not.
- e. KCDC may require interviews as part of the evaluation process.

8. **General Instructions**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and then follow the link to the instructions. The firm's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers." Paragraphs in the "General Instructions" document that **do not** apply to this solicitation: 11, 29, 57, 69.

9. 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 award, the firm shall provide KCDC with Certificates of Insurance evidencing such insurance.

10. Roster’s Effective Length

The roster will remain in place for up to sixty months.

11. Submittal Instructions

- a. The format in paragraph 10b must be followed for all submissions. Firms only need to submit a single Required Common Elements and at least one other solicitation document for the discipline(s) (and related sub-discipline(s) if applicable) for which they would like to be considered. To create a fair evaluation of submittals, all submittals must conform to these guidelines set forth in this RFQ. Any submittal that contains variances may be considered non-responsive. All submittals must be presented as described in the RFQ with the solicitation documents clearly marked. Each section is to be clearly labeled, with pages numbered. Failure to include all required items may result in the rejection of the submittal.
- b. Submit your information in the order indicated below:

Document Number	Title
Solicitation Document A	General Information about the Firm
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Required Common Elements
Solicitation Document E	General Architectural Services Information
Solicitation Document F	Civil and Geotechnical Engineering Services Information
Solicitation Document G	Materials Testing and Construction Inspection Services Information

Special Requirements

12. Confidentiality

- a. The submitter agrees not to divulge, furnish or make available to any third person, firm or organization, without KCDC's prior written consent, or unless incident to the proper performance of the submitters’ obligations hereunder, or during judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by submitter. Submitter shall require all its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph.
- b. The submitter agrees not to disclose or use any information not available to members of the public and gained by reason of the submitter’s contractual relationship with KCDC for the special gain or benefit of the submitter or for the special gain or benefit of any other person or entity.

13. Groupings

For its purposes, KCDC has grouped its A/E needs into these major groupings:

- General Architectural Services (including landscape architecture and urban design)
- Civil and Geotechnical Engineering Services
- Materials Testing and Construction Inspections

14. Licensure

Firms and practitioners must be appropriately licensed and registered in the State of Tennessee and shall maintain such licensure through the term of the resultant award.

15. Project Assignment Process

The general process for awarding task orders arising from this solicitation is:

- a. When KCDC requires services, it will share the scope of work, together with commencement and completion dates and any necessary additional specifications and drawings with one or more members of the roster for qualifications and interest statements.
- b. Additional pass/fail criteria may be added to the task order request to ensure that all respondents have the skills and experience necessary to complete a specific assignment.
- c. Firms shall respond to the inquiry within the specified time outlined in the communication and submit its information, including all pricing, timing of deliverables and proposed staffing plan.
- d. KCDC's project manager will evaluate the submittals and make an award consistent with KCDC's best interest.
- e. KCDC will prepare a contract for the firm to sign.

16. Project Manager KCDC

KCDC shall designate a project manager to act as its representative with respect to the services to be rendered under each task order. The Project Manager shall have authority to transmit instructions, receive information, interpret and define KCDC's policies and decisions with respect to the submitter's services for the project.

17. Standards of Professional Practice

The submitter agrees that all services to be provided are subject to KCDC's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Tennessee, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the project or the services to be provided.

[This and the Previous Pages Do Not Need to be Returned](#)

Solicitation Document A: General Information about the Firm

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 firm or are submitting the response on behalf of and at the direction of the firms' representative authorized to contractually bind the firm. I represent that the firm 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	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Cell Number	
Firm'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 submittal.

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 at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee <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"/>
This business qualifies as Section 3 business (as defined by HUD): <i>It is at least 51% owned by a Public Housing resident or HCV participants; or is 51% or more owned and controlled by low or very low-income persons; or it is a business where over 75% labor hours performed on construction are performed by low or very low-income persons; measured during last 3-months of work performed by the business during the reporting period.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native Americans <input type="checkbox"/>	White <input type="checkbox"/>
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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 firm 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 firm 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 firms, potential firms or parties to sub-agreements.
4. The firm affirms and agrees that they did not represent any client in any matter pending against KCDC during the six-month period preceding the resulting contract and that 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.
5. By submission of this form, the firm is certifying that no conflicts of interest exist.

Eligibility

6. The firm 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. Firm 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 firm and each person signing on behalf of any firm 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 firm is not on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

10. If the firm provides electronic copies of the bid/quote/proposal to KCDC, the firm certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

Non-Collusion

- 11. Neither the said firm 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 fix any overhead, profit, or cost element of the offer price or the offer price of 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.
- 12. 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any firm with any KCDC representative concerning this submittal 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)

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

9. Certification of Eligibility Under the Davis-Bacon

Act (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: Required Common Elements

Supply the following elements irrespective of the specific disciplines your firm is interested in supplying to KCDC. Use no more than five pages (front and back of an 8.5 x 11 sheet of paper is one page). Item 7 does not count in the five pages.

1. Summarize your firm's history.
2. Summarize your firm's management/partners/ownership.
3. Provide a list of any businesses, federal, state, local or quasi-governmental agency with whom a relationship has been terminated in the past three years. Describe the reasons for the termination.
4. Submit information on any pending litigation and any judgments/settlements of court cases relative to provide your services to other businesses/entities over the last three years.
5. Evidence of prior relevant experience with HUD regulations and policies.
6. Describe your plan to utilize Small, Minority and/or Woman Owned Business as you provide services to KCDC. KCDC is interested in how you plan to incorporate such businesses as you purchase supplies or subcontracted services to meet KCDC's needs.
7. Submit a Standard Form 330 (Part 1 and Part 2) as part of this section.
8. Using the Interest Matrix below, indicate the disciplines for which your firm would like to be considered.

Check One		Discipline
Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	General Architectural Services (including landscape architecture)
<input type="checkbox"/>	<input type="checkbox"/>	Civil and Geotechnical Engineering Services
<input type="checkbox"/>	<input type="checkbox"/>	Materials Testing & Construction Inspection

Solicitation Document E: General Architectural Services Information (including landscape architecture)

Documentation for the firm to supply for consideration for this discipline includes:

1. Firm's credentials including certifications.
2. Provide a list of projects completed by your firm within the last five years that are most relevant to the following disciplines: multifamily renovations, multifamily new construction, and renovation or new construction of civic buildings. For landscape architecture, please provide a list of projects relevant to the design of parks, playgrounds and recreation areas. For each project, please include the following information: the role your firm played (e.g., lead architect, consulting architect, et cetera), a summary of the project scope, project (hard) cost, year completed, location/name of project, and client.
3. References
 - a. One client is considered one reference, regardless of how many contracts or services performed for the client.
 - b. Provide three to five references from completed projects within the last five years in this format:

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

Solicitation Document F: Civil & Geotechnical Engineering Services Information

Documentation for the firm to supply for consideration for this discipline include:

1. Firm's credentials including certifications.
2. Provide a list of projects completed by your firm within the last five years that are most relevant to the following disciplines: civil engineering for multifamily construction, civic and park/playground construction, and infrastructure. For each project, please include the following information: the role your firm played (e.g., lead architect, consulting architect, et cetera), a summary of the project scope, project (hard) cost, year completed, location/name of project, and client.
3. References
 - a. One client is considered one reference, regardless of how many contracts or services performed for the client.
 - b. Provide three to five references from completed projects within the last five years in this format:

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

Solicitation Document G: Materials Testing & Construction Inspection

Documentation for the firm to supply for consideration for this discipline include:

1. Firm's credentials including certifications.
2. Provide a list of projects completed by your firm within the last five years that are most relevant to the following disciplines: materials testing and construction inspections of multifamily renovations, multifamily new construction, and renovation or new construction of civic buildings. For each project, please include the following information: the role your firm played (e.g., lead architect, consulting architect, et cetera), a summary of the project scope, project (hard) cost, year completed, location/name of project, and client.
3. References
 - a. One client is considered one reference, regardless of how many contracts or services performed for the client.
 - b. Provide three to five references from completed projects within the last five years in this format:

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