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**Request for Proposals**

<b>Solicitation Name and Number</b>	Owner’s Representative Services Q2019
<b>Responses Must Arrive No Later Than</b> (As KCDC’s clocks indicate)	11:00 a.m. on March 12, 2020
<b>Deliver Responses to:</b>	Knoxville’s Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917   Procurement is behind the main office building.
<b>Electronic Copies</b>	Electronic copies are available on KCDC’s webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>Responses may be Emailed to KCDC</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Printed Responses Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
<b>Solicitation Meeting Date and Time</b>	Not Applicable
<b>Solicitation Meeting Location</b>	Not applicable
<b>Solicitation Meeting Connection</b>	Not applicable
<b>Site Visits</b>	Not applicable
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> <b>KCDC will not accept questions via telephone.</b>
<b>Award Results</b>	KCDC posts the award decision to its web page
<b>Open Records/Public Access to Documents</b>	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 ( <a href="https://www.kcdc.org/procurement/">https://www.kcdc.org/procurement/</a> ) for addenda and changes before submitting your response	



### 1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. KCDC has issued this solicitation for itself and on the behalf of the various properties that it now provides "management services" as detailed above. Any resulting awards are either for KCDC itself or are on behalf of those properties which KCDC manages.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."
- c. KCDC has been transforming its portfolio and will continue to undertake such initiatives, including but not limited to unit renovation/redesign, demolition, new construction and acquisition in the coming years. KCDC expects to need owner representative services for work at its properties know as Cagle Terrace, Isabella Towers and Love Towers.
- d. With this transformation, from time to time, KCDC needs professional assistance in managing and overseeing the work, work performance and various parties involved in significant construction and renovation projects. Such parties include KCDC staff, architects, engineers, general contractors, subcontractors, community stakeholders, regulatory authorities, utility providers and others. The successful supplier will serve as KCDC's Owner's Representative.
- e. KCDC intends for this solicitation to result in the selection of one company to assist with project feasibility and development plan, coordination of the project-team selection process and project management for Cagle Terrace, Isabella Towers and Love Towers. However note that KCDC may award all, none or some of this work.
- f. This solicitation is not an engagement for architectural services, nor is it a request for a turnkey construction nor development program.
- g. Representative tasks include, but are not limited to, these:
  - Handle total project management including phasing and scheduling; establishing project milestones/reporting schedules; reviewing general contractor's proposed cost and monitoring progress against budget; tracking potential cost changes and change orders; and monitoring compliance with all contract terms
  - Inspect completed projects along with the architect, coordinate with the general contractor to facilitate the satisfactory completion of all work

- Working with general contractors, engineers, architects, et cetera on permitting issues and obtaining certificates of occupancy
- Inspection of work in progress and notify the owner, architect and general contractor(s) of any defective work or other issues under the construction/renovation contract
- Prepare a design/construction plan for each project, including applications pursuant to regulatory requirements (codes requirements, environmental issues, et cetera)
- Project oversight
- Cost estimating and control services
- Analyze alternative courses of action for unforeseen conditions such as materials shortages, work stoppages and accidents if they occur
- Assist in the exercise of any and all rights and responsibilities of the owner, as authorized agent and representative of owner
- Assisting KCDC with Davis Bacon interviews, certified payroll reviews and issue resolution
- Assist with the evaluation/selection process and assist in awarding contracts to general contractors
- Attend meetings about the project as needed
- Coordination of site evaluation services
- Evaluate the performance of the general contractor, subcontractors, architects and engineers as needed and as appropriate
- Review and approve monthly payment requests from architects, engineers, general contractors, etc. and provide recommendations to the owner
- Review and approve requests for change orders and recommend them (when appropriate) to KCDC.

2. **Changes after Award**

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

3. **Codes and Ordinances**

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

4. **Confidentiality**

All reports, information, or data, prepared, assembled or communicated verbally to or by the selected supplier are confidential and the selected supplier agrees that reports, information or data shall not be made available to any individual or organization without KCDC's prior approval.

KCDC may disclose information to the selected supplier and the selected supplier may have access to information that is not generally known to others and is confidential. The selected supplier agrees not to use or disclose to third parties except in the performance of services hereunder any confidential information. The selected supplier agrees its employees and subcontractors have the same confidentiality requirements. These provisions shall survive the termination of the contract.

5. **Contact Policy**

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this RFP until its award. Information obtained any other person 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. Such contact can disqualify the supplier from the solicitation process.

6. **Employees**

Supplier(s) will:

- a. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- b. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- c. Employees 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. **Evaluation**

- a. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive bid/proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.
- b. KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- c. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests.
- d. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in-person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.
- e. All materials submitted pursuant to this RFP become KCDC’s property. Information about proposals which are submitted will not be released to anyone until the process is complete and a recommendation is ready for the KCDC Board. Members of the evaluation team will not release information to anyone except the Procurement Director.
- f. KCDC plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points
Professional Competence and Experience of Proposer’s Firm	20
Professional Staff and Project Team Proposed	20
Services Offered to KCDC	60
<b>Total Points Possible</b>	<b>100</b>

8. **General Instructions to Suppliers**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at [www.kcdc.org](http://www.kcdc.org). Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.”

These paragraphs in the “General Instructions” document **do not** apply to this solicitation: 15, 28, 48, 67.

9. **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 KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the supplier. Such insurance shall provide waiver(s) of subrogation. Upon request, the supplier will provide KCDC with Certificates of Insurance evidencing such insurance.

10. **Invoicing**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order.

- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC pays by electronic transfer (ACH). Supplier's accounts receivable staff must use KCDC's Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC's Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC's Supplier Portal to track payments, consider whether or not to submit a response to this solicitation.
- d. Invoices must:
  - Be numbered
  - List a date on them that is after the work is completed or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Show the supplier's name and address

11. **Length of Award**

The award will be for the duration of any the listed and selected properties.

12. **Ownership**

Any reports, specifications, blueprints, negatives or other documents prepared by the supplier in the performance of its obligations under the resulting contract shall be KCDC's exclusive property and all such materials shall be returned to the owner upon completion, termination or cancellation of this contract. The suppliers shall not use, willingly allow or cause such materials to be used for any purpose other than performance of all supplier's obligations under the resulting contract without KCDC's prior written consent. Documents and materials developed by the supplier under the resulting award shall be KCDC's property. However, the supplier may retain file copies, which cannot be used without KCDC's prior written consent.

13. **Smoking Policy**

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:
  - No smoking on KCDC's property
  - No e-vape or similar usage on KCDC r's property
  - The Smoke Free policy applies in personal or corporate vehicles on KCDC's property

- b. Definitions include:
  - ✓ “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
  - ✓ “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
  - ✓ Property means all buildings, parking lots, streets, structures and **land** owned by owners. Should supplier staff be observed violating these requirements, KCDC’s Procurement Division will notify the supplier about the problem. Should there be recurrences, KCDC may ask the supplier to not send the employee to KCDC’s property. Repeated offenses may result in forfeiture of your awarded “contract.”

14. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work. Any subcontractor changes must be reported to KCDC.
- b. Not be on HUD’s nor the State of Tennessee’s debarment lists.
- c. Carry the insurance coverages as outlined herein or as applicable to the assignment.

15. **Submittal Instructions**

Submit your information in the order indicated below:

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Executive Summary
Solicitation Document E	Professional Competence and Experience of Proposer’s Firm
Solicitation Document F	Staff Experience and Qualifications
Solicitation Document G	Services Offered to KCDC

- a. Place your company’s name on each page and number all pages consecutively
- b. Do not use phrases such as “See the attached” or “Will be provided upon award.”

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

**Owner's Representative Services Q2019  
Solicitation Document A General Response Section**

**General Information about the Supplier**

**Sign Your Name to the Right of the Arrow** 

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

**Printed Name and Title** 

**Company Name** 


**Street Address** 

**City/State/Zip** 

**Contact Person (Please Print Clearly)** 

**Telephone Number** 

**Cell Number** 

**Supplier's E-Mail Address (Please Print Clearly)** 

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None     Addendum 1     Addendum 2     Addendum 3     Addendum 4     Addendum 5

**Statistical Information (Check all the apply)**

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

**This business qualifies as a small business by the State of Tennessee**      Yes  No   
*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*

**This business qualifies as Section 3 business (as defined by HUD):**      Yes  No   
*51% or more owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for 30% or more of its workforce or commits to subcontract at least 25% of the project's dollars to a Section 3 business.*

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

Asian/Pacific     Black     Hasidic Jew     Hispanic     Native Americans     White

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

**Prompt Payment Discount**

**A prompt payment discount of \_\_\_\_\_% is offered for payment within \_\_\_\_ days of submission of an accurate and proper invoice.**

**MasterCard Acceptance**

**Mastercard is accepted for payment without additional fees.**  Yes  No  For a fee of \_\_\_\_\_



Supplier: \_\_\_\_\_

**Conflict of Interest:**

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

**Drug Free Workplace Requirements:**

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

**Eligibility:**

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

**General:**

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

**Iran Divestment Act:**

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

**Non-Collusion:**

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Accuracy of Electronic Copies:**

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

**No Contact/No Advocacy Affidavit**

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

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

<b>Signed by</b> _____	
<b>Printed Name</b> _____	
<b>Title</b> _____	
<b>Subscribed and sworn to before me this date</b>	
<b>By (Notary Public)</b> _____	
<b>My Commission Expires on</b> _____	
<b>Notary Stamp</b>	

**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 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**

**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 Executive Summary

Provide an Executive Summary Cover Letter (two pages or less) that includes:

- A statement explaining your interest in the project
- An overview of the proposed project team
- An explanation of why the team is best qualified for the work
- A statement that the supplier agrees to and accepts the terms and conditions of the RFP
- The name and contact points for the supplier's authorized negotiator
- Other information as desired

## Solicitation Document E Professional Competence and Experience of the Proposer's Firm

Using as many pages as needed, provide the following information about the supplier:

1. A narrative history including the date of inception or incorporation.
2. A narrative description of the supplier and its service offerings.
3. Experience in handling governmental, public housing, and multi-income projects. Experience relating to real estate development experience or major rehabilitation in the low-income housing industry, work for local housing authorities, work with the Department of Housing and Urban Development and experience with other governmental jurisdictions. The information provided should include, but not be limited to, the names of clients, scope of work performed and year of engagements.
4. Number of similar projects completed by the supplier.
5. Each supplier must submit evidence that it has the financial capacity to deliver the completed project in accordance with the commitments made in its proposal. Such evidence shall include financial statements of the supplier (or such other entities or individuals who will guarantee the supplier's performance) for the last fiscal year.
6. Provide specific references about experience with public entities to show proven and demonstrated ability to execute the work requirements. The proposal must include **five** specific references of similar accounts. While you may have performed multiple jobs for a company, a company can only be one reference. Present information in this format:
  - Name of the business serviced
  - Contact name
  - Phone number
  - Email address
  - Amount of the contract
  - Description of the contract
  - Date the contract began and ended

**Solicitation Document F Staff Experience and Qualifications**

Using as many pages as needed, provide the following information:

1. Present two organizational charts:
  - a. The entire organization
  - b. One which identifies the key individuals and their proposed roles.
2. The names of the principal-in-charge and any other key lead personnel.
3. A one to three paragraph summary assessment of the person assigned as KCDC’s main contact. Include their background, education information and current position with the supplier . There should be a particular focus on prior experience in affordable housing development. Substitutions for key personnel listed to complete task must be with equally qualified persons and must be approved by KCDC prior to assignment to KCDC work.
4. A statement of the years of experience for each proposed employee whose project responsibilities are considered to be significant for these projects:
  - a. Years with current supplier (list titles and start dates)
  - b. Years in the industry (list titles, dates and employers)
5. A list of five major accounts/projects that the person has been involved in, using the following format:
 

<b><u>Employee Name</u></b>			
Name of Project One	Role the employee played	Cost of the Project	Description
Name of Project Two	Role the employee played	Cost of the Project	Description
Name of Project Three	Role the employee played	Cost of the Project	Description
Name of Project Four	Role the employee played	Cost of the Project	Description
Name of Project Five	Role the employee played	Cost of the Project	Description
6. Any current certifications applicable to the professional services the employee will provide.
7. Explain how you will balance KCDC projects with the needs of your other clients.
8. Methods that will be used to assure timely completion of tasks assigned by KCDC.
9. Describe how you successfully balanced the competing demands of multiple clients in the past.



## Solicitation Document G Services Offered to KCDC

1. KCDC anticipates spending no more than approximately \$200,000 for this work. It is important that the proposer clearly detail all of the services that will be provided in sections D, E, F and G so that KCDC can obtain the most services for the available funds.
2. Use the section to detail all of the services to be provided to KCDC. Indicate included services and optional service (show a cost for each).