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Request for Proposals	
<b>Solicitation name and number</b>	Public Relations Services Q2306
<b>Upload responses by</b>	11:00 a.m. on 05/31/23
<b>Upload your response document to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC's webpage)
<b>Questions about this solicitation</b>	<b>KCDC will not accept questions via telephone.</b> Submit questions to <a href="mailto:procurementinfo@kcdc.org">procurementinfo@kcdc.org</a> by 6:00 p.m. on 05/24/23.
<b>Opening</b>	There is no public opening since this is a request for proposals solicitation. However, the scoring tabulation is posted to KCDC's webpage shortly after an award decision is made.
<b>Award results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<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.
<b>Check KCDC's webpage for addenda and changes before submitting your response</b>	



## General Information

### 1. Definitions

- a. "KCDC" is inclusive of Knoxville's Community Development Corporation and its various corporations, partnerships entities and subsidiaries.
- b. "Supplier" is inclusive of various words describing interested parties often called "vendor," "bidders," "contractors" and "proposers."

### 2. Background and Intent

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTS.
- b. KCDC's existing "contract" for public relations services has reached its maximum award length (five years) and with this solicitation, KCDC intends to secure the cost-effective services of a strategically oriented, highly creative agency to meet its public relations needs. KCDC's primary objective is to create a proactive marketing strategy for the agency, utilizing both traditional and social media to get original content to our customers and the broader community, while reducing public relations service costs. Suppliers are encouraged to be creative in their suggested approach to meeting KCDC's needs.
- c. The selected firm must have the ability to move quickly from one project to the next. KCDC expects prime attention from senior account service/creative personnel. KCDC wants a partnership with a firm so that united, KCDC and the firm, reach set goals.
- d. The award will include routine services (typically on a retainer arrangement) as well as services needed on an "as needed" basis (priced on a project basis).
- e. KCDC anticipates this award commencing on or about July 1, 2023.

### 3. Changes after Award

It is possible that after award KCDC will need to revise the requirements specified herein. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges. Such changes will not be of a "cardinal" nature.

4. **Contract Administrator/Technical Point of Contact**

The following employees are the main points of contact for the successful supplier.

a. Contractual Issues: Terry McKee, Procurement Director

b. Day to Day Needs: KCDC’s Executive Management team:

Title	Person
Chief Executive Officer	Ben Bentley
Executive Assistant to the CEO	Joy Russell Patrick
Redevelopment	Jim Hatfield
Vice President of Housing	Sabrina Draplin
Vice President of Strategic Partnerships & Policy	Marisa Moazen

5. **Contact Policy**

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

6. **Evaluation**

- a. KCDC alone determines (using NIGP’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. Responsible means a business with the financial, technical, relevant experience and capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance.
- b. KCDC will review all proposals and reserves the right to request additional necessary information, modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC’s best interests. KCDC further reserves the right to adjust its evaluation scenario if they are in KCDC’s best interest and consistent with good business practices.
- c. KCDC may require oral presentations as part of the evaluation process. Typically, this will be for the firms that are shortlisted. KCDC will provide details about the meeting to the firms that are selected. Generally, these meetings are approximately 60 minutes.
- d. KCDC reserves the right to ordinally rank proposals as a first step and then only detail score the top tier of proposals if determined to be in KCDC’s best interest.

- e. KCDC plans to award to the best overall supplier presenting the most advantageous proposal (in its entirety) with the maximum points available and based on the following evaluation scale:

Factors	Maximum Points
Fee Schedule	30
Business Capabilities (Size, staff composition, report capabilities, et cetera)	25
Assigned Personnel Knowledge, expertise & qualifications of personnel assigned to KCDC's project	25
Proactive Marketing Plan (Provide outline of a strategy with goals, timeline, and steps for implementation for both social and traditional media)	15
References	5
<b>Total</b>	<b>100</b>

**7. General Instructions to Suppliers**

KCDC's General Instructions to Suppliers 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 found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 16, 30, 46a, 46b, 46d, 463 and 71.

**8. 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 and/or operations performed by or on behalf of the supplier. Such insurance shall provide waiver(s) of subrogation. The supplier shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.

**9. Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.

- c. Most KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4). However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used for KCDC's assignments, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.
- d. KCDC pays by electronic transfer (ACH) only. Supplier's accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply.
- e. Invoices must:
  - Be numbered
  - Show a date that is after the work is complete or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Reference the bid number
- f. KCDC wants all invoices emailed to [apadmin@kcdc.org](mailto:apadmin@kcdc.org) . Do not send invoices by any other means.

#### 10. **Length of Award**

The initial award will be for 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.

#### 11. **Price Structure**

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. Such increases must be supported by changes to the PPI for Knoxville or by other benchmarks approved by KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
  - 1. Continue with the existing pricing.
  - 2. Suggest an alternative price increase.
  - 3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

#### 12. **Section 3 of the HUD Act of 1968 as amended and as enacted**

All awards are subject to Section 3 requirements. Supplier shall seek to all positions that are needed and unfilled with residents of KCDC communities. Additional information is at <http://www.hud.gov/offices/fheo/section3/Section3.pdf>.

Upon award, the successful supplier will complete a Section 3 project plan for KCDC. The successful supplier will supply KCDC with job announcements for any positions that must be filled because of the award of KCDC work. Additionally, the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865-544-5269.

**13. Small Business Outreach**

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

**14. Smoke Free Policy**

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

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

**15. Solicitation Requirements**

Caution: Requirements in the solicitation are not optional. If you have concerns or issues with any of the stated requirements, raise them before the solicitation due date. Examples of past issues where suppliers made faulty assumptions include bonds, insurance requirements and payment expectations.

**16. Subcontracting**

Subcontractors must:

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

## Description of Work

### 17. General Comments

KCDC desires cost effective, routine services and “as needed” public relations services. The selected firm will perform important routine services for KCDC as well as periodic special projects. Both types of services are detailed below.

#### a. Routine services include such services as:

- Developing, implementing and evaluating a proactive marketing and media strategy for KCDC, incorporating both traditional and social media outlets.
- Establishing, monitoring, updating, and creating content for KCDC’s social media sites including Facebook, LinkedIn, Twitter, and Instagram. This includes posting notices and solicitations for KCDC’s Procurement Division.
- Social Media Communications services such as meeting notices and construction project updates via social media including Facebook, Twitter and E-blasts. This includes posting notices and solicitations for KCDC’s Procurement Division.
- Issuing press releases on KCDC’s behalf and working with media to build interest in KCDC related content.
- Monitoring local media outlets for stories involving KCDC, providing KCDC with such information and then guiding KCDC’s response if applicable.
- Monitoring Knoxville City Council meetings and Knox County Commission meetings (including committees) for issues involving KCDC, providing KCDC with such information, and then guiding KCDC’s response if applicable.
  - These services mean that your firm reviews the meeting agendas to determine if there are agenda items relevant to KCDC. If so, your firm will monitor those items either in person or through meeting minutes, community television broadcasts or other methods as appropriate for KCDC’s efforts and needs.
- Maintaining KCDC’s website including basic updates to ensure correct content.
- Ensuring KCDC presents unified brand messaging across all platforms including providing a brand guidelines kit.
- Crisis Communications. In the event of a crisis, the selected firm may support KCDC by way of informational materials, messaging, social media and other communication materials to assist with the crisis at hand.

- Media Placement (except for third party costs).
- Press Conferences (except for third party costs and supplies).
- Research.
- Solicit for free media time and/or space for public service announcements.
- Social media (such as Facebook, Instagram LinkedIn, Twitter, YouTube et cetera) campaigns for specific projects.
- Event planning (except for third party costs).

b. As needed services could include:

- Annual Progress Reports
- Brochures
- Creative Development
- Media Development
- Newsletters
- Photography/Videography
- Print Advertising

This is not an all-inclusive list and many “as needed” services are not products from the supplier but rather creative content about items. Specific “as needed” items from the past include:

- A video concerning KCDC’s HOPE VI project.
- A flyer about the Residences at Eastport.
- A multifold booklet about “Changing the Face of Public Housing.”

#### 18. **Changes in Work**

If KCDC finds it necessary to require corrections to completed work due to errors made by the supplier, the supplier shall correct the work at no additional cost to KCDC.

If KCDC requires changes for previously accepted work, the supplier shall make such changes as directed by KCDC. The supplier's compensation is at the established rate between the supplier and KCDC.

**19. Confidentiality**

The supplier agrees to use information related to KCDC only as needed and approved by KCDC. Such information will be kept confidential for the duration of the contract and beyond, except when release is authorized by KCDC.

**20. Copyright Information**

Supplier shall not assert rights of common law, or equity or establish any claim to statutory copyright in any material or information developed in performance of the services authorized. KCDC has the right to use, reproduce, or distribute any or all such information and other materials without the necessity of obtaining any permission from the supplier and without expense and charge. All work products are the property of and owned by KCDC. Supplier shall secure duplication and distribution rights for KCDC from all suppliers and subcontractors. The supplier will supply all documents, recordings, et cetera to KCDC in two formats:

- a. Original high-quality master formats.
- b. Formats compatible with existing KCDC hardware, software and equipment.

**21. Core Messages**

- a. KCDC's overarching messages are: the importance of increasing the quantity and quality of affordable housing in Knox County through redevelopment of existing KCDC properties and the development of new affordable housing; and the importance of continued investment in redevelopment activities - including KCDC's work with the City of Knoxville on planning and execution of redevelopment plans to spur growth in the urban core and surrounding neighborhoods.
- b. The overall core message is presenting a positive picture of KCDC. There is plenty of negative publicity and KCDC wants to combat that with a positive message. KCDC believes this will generally assist efforts in meeting our strategic objectives.

**22. KCDC Communications Capacity**

KCDC has limited internal resources for Communications. Most internal communication falls to our Strategic Partnerships team, since they are working to create much of the content that accompanies any messaging or outreach. Strategic partnerships work closely with our Executive Department and public relations firm. Additionally, one member of our IT Division is a skilled graphic artist, and is used for some newsletters, posters and other such items.

### 23. **KCDC's General Responsibilities**

KCDC will

- a. Schedule periodic meetings with the supplier to monitor the progress of work.
- c. Provide any necessary reports, formats, and forms.
- d. Approve or deny approval of all finished products provided by the supplier prior to release or implementation of any material developed within 10 calendar days of receipt.
- b. Approve or deny approval of Schedules of Work and Activities within 10 calendar days of receipt.

### 24. **KCDC Materials**

In the past, KCDC has published strategic planning materials and annual reports for public dissemination. While KCDC still creates most content associated with these documents, due to funding constraints stemming from federal budget cuts, KCDC has not published these materials the last several years. KCDC has primarily relied on traditional media to get the word out, though that is changing. Our fundraising/development efforts are small in scope. While probably not a point of emphasis, KCDC is open to ideas for expansion in this area.

### 25. **Methods**

Most of KCDC's current communications occur through traditional media (print, radio, television), supplemented with some content delivered directly to residents of our properties.

### 26. **Payment**

KCDC will make monthly payments to the supplier for the "retainer" and for additional approved costs that are not part of the retainer.

- a. The supplier will bill all media by activity at the actual flat fee rate. Progress payments are made on a percentage of completion basis.
- b. The cost of services rendered, or materials produced by organizations on KCDC's behalf and not a part of the supplier's organization shall be approved by KCDC and billed at actual cost by activity (i.e., long-distance telephone calls, mailing, shipping and photocopying). Billing for allowable in-state travel expenses shall not exceed Tennessee Statute state rates for in-state travel. Out-of-state travel is reimbursed at approved General Services Administration (GSA) out-of-state travel rates.
- c. Supplier must request payment for all required printing with an itemized invoice. Supplier must competitively bid printing services (3 or more) to provide best price and quality for KCDC. The supplier must provide copies of the competitive bids upon submission of estimates.

- d. The supplier must submit requests for payment which include the following information:
  - 1. Actual hours worked by employees and the rate of pay extended to a monthly total.
  - 2. Itemized invoices for all charges with copies of supporting documentation for charges for purchases of items.
  - 3. Itemized invoices for all charges with copies of supporting documentation for charges for out-of-pocket expenditures.
  - 4. Itemized invoices for all charges with copies of supporting documentation for charges for other direct costs.

**27. Supplier Reports and Meetings**

The supplier must submit reports every quarter and a comprehensive final report at the end of the year to document the results of the work performed. The supplier shall recommend a format for KCDC approval for the quarterly reports and the comprehensive annual report.

- a. The supplier must promptly notify KCDC in writing of events, which have a significant impact on contract, work, including:
  - 1. Problems, delays, or adverse conditions, which will prevent the meeting of time or work schedules.
  - 2. Favorable developments that will enable meeting time or work schedules earlier than anticipated.
- b. KCDC may require meetings each month between the supplier and KCDC personnel to discuss assigned projects. The meetings are at a location to be specified but typically this will be at KCDC's offices. Supplier is paid the hourly rate only for time spent in the meeting.

**28. Public Gatherings**

KCDC has groundbreakings and ribbon cuttings approximately 4 to 6 times per year, which might involve media, government officials, residents, businesses, and the broader Knoxville community. Periodically there are other meetings that occur for specific purposes that the supplier may need to attend.

**29. Statements of Work Required for Ad Hoc Projects**

- a. The supplier must submit a Statement of Work to KCDC for written approval prior to performing as needed tasks. In addition to identification and scheduling of projected activities, each work schedule must include measurable objectives and estimated costs. Costs not approved by KCDC will not be reimbursed.

- b. Upon approval by KCDC, each Statement of Work shall become a part of the purchase order. A Statement of Work may be amended as necessary and agreed upon by KCDC and the agency.

**30. Staff Replacement**

KCDC understands that over time supplier’s employees may leave or have other assignments to which they are dedicated. KCDC will allow this with the following provisions:

- a. Replacement personnel must have credentials equivalent to the individuals they replace. Resumes of replacement personnel will be submitted to KCDC for review. KCDC reserves the right to interview replacement personnel.
- b. The supplier briefs the replacement personnel as to the status of KCDC’s project(s) and ongoing work at no expense to KCDC.

**31. Target Audience**

KCDC’s Internal target audience includes the Board and employees. External audience varies depending on the communication, but includes members of the community, current and future KCDC residents, developers, contractors, as well as HUD and local government officials.

**32. Travel Exclusion**

KCDC will not reimburse the supplier for travel expenses incurred in travel to and from meetings. Hourly rates for services shall start at the beginning of the meeting and end at the conclusion of the meeting.

**33. Submit your information in this order:**

<b>Document Number</b>	<b>Title</b>	<b>Form Provided by</b>
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Executive Summary	Supplier
Solicitation Document E	Capabilities and History	Supplier
Solicitation Document F	Staff Capabilities and Experience	Supplier
Solicitation Document G	General Approach to Service Provision	Supplier
Solicitation Document H	References	Supplier
Solicitation Document I	Cost Schedule	Supplier

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***Do not return this and the preceding pages to KCDC.***

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Solicitation Document A		General Information about the Supplier				
<b>Note: Complete all cells even if the answer is "Does not apply"</b>						
<b>Sign Your Name in the column to the right</b>						
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" ( <a href="http://www.kcdc.org">www.kcdc.org</a> ) 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 representatives has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
<b>Item</b>			<b>Response</b>			
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at <a href="http://www.kcdc.org">www.kcdc.org</a> . Click on "Procurement" and then on "Open Solicitations" to find addenda. Be sure to check for addenda prior to submitting a proposal.						
Acknowledge addenda have been issued by checking below as appropriate:						
None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
4. This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount						
A ____% prompt payment discount applies if KCDC pays within ____ days of accurate invoicing.						
Insurance Statement						
I have reviewed the insurance requirements and will comply without exception. Yes <input type="checkbox"/> No <input type="checkbox"/>						

**Conflict of Interest**

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
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 T.C.A. 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.

### **Accuracy of Electronic Copies**

10. 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.

### **General**

11. 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.
12. The prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

### **No Contact/No Advocacy Affidavit**

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

### **Non-Boycott of Israel Affidavit**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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

<b>Signed by</b> 	
<b>Printed Name</b> 	
<b>Title</b> 	

## Representations, Certifications, and Other Statements of Bidders

### Public and Indian Housing Programs

#### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

#### 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**

**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 a summary level description of the contents of the proposal, your firm, its capabilities and provide an overview of its history. Include summary information about your firm's innovative and creative abilities. Answer the question: "Why should KCDC hire your firm?" The summary is limited to a maximum of two pages.

**Solicitation Document E****Capabilities and History**

1. A narrative history of your company.
2. Indicate the number of years your firm has been in this business.
3. Describe any advantages that KCDC will have due to synergies created from contracts with other organizations in the community.
4. Indicate the number of clients your firm serves.
5. Has your firm failed to complete a project? If yes, provide details.
6. Are there any judgments, claims or suits pending or outstanding by or against your firm. If yes, provide details.
7. A brief narrative describing why your firm is best qualified to perform the requested services.
8. Major work presently under contract.
9. List of projects for which your firm is a candidate for award:
10. Detail your firm's past demonstrated ability to be innovative and creative. Provide examples of past products, demonstrated results and overall cost.
11. How and when do you solicit client input into the creative effort?
12. Describe the process for delivering maximum creative value while keeping the fee as low as possible.
13. Describe social media experience relevant to KCDC.

**Solicitation Document F****Staff Capabilities and Experience**

1. Provide an organizational chart for your firm.
2. Indicate your total number of employees.
3. Indicate your number of administrative employees.
4. Indicate your number of professional employees.
5. Provide information about each professional staff member including
  - a. Title
  - b. Professional Certifications
  - c. Their role with KCDC's account
6. Indicate which member of your team will be KCDC's main contact.
7. Indicate how much (as a percentage) of KCDC's account representative's time will be devoted to KCDC.
8. Describe the experience of your creative team.

**Solicitation Document G****General Approach to Service Provision**

1. Describe the process your firm uses for developing:
  - a. Strategic Initiatives
  - b. Marketing Plans
  - c. Media Plans
  - d. Promotional Plans
  - e. Research/Evaluation Plans
  - f. New Production Plans
  - g. Social media initiatives
2. Identify how you intend to monitor and report progress during the implementation.
3. Provide examples of reports that have been used in previous efforts.

**Solicitation Document H****References**

Provide information about experience with public entities to demonstrate the ability to execute the requirements of the RFP. The proposal must include **five** specific references of similar accounts. Present information in this format:

1. Name of the business serviced
2. Contact name
3. Address
4. Phone number
5. Email address
6. Amount of the contract
7. Description of the contract
8. Date the contract began and ended (if applicable)

**Solicitation Document I****Cost Schedule**

Proposers are to present a cost-effective contract plan with maximum flexibility. Proposers are strongly urged to quote one or more “retainer” type fee structures with a flat not to exceed monthly fee associated with a set number of hours devoted to KCDC each month. Indicate what is included in the fee and what is considered “extra” cost. KCDC may consider cost proposals with variations of this method. There must be no hidden costs associated with this response. Full disclosure of the nature and amount of all fees and charges is mandatory.

**Retainer Arrangements:**

1. Indicate the number of hours for each type of employee that is included.
2. Indicate “rollover” provisions of specified hours.
3. Indicate the cost for additional services on an hourly basis.

4. Clearly indicate additional costs such as supplies, mileage, and mark up on third party services.

**Hourly Rate Arrangements:**

Provide a detailed statement of fees based on hourly rates by type of service:

1. Consulting with KCDC staff (includes per diem but travel to and from meetings is excluded).
2. Presentation to the KCDC Board and/or other committees (includes travel, et cetera).
3. Media Placement Services
4. Photography
5. Printing
6. Video Scripting
7. Video/DVD Production
8. Public Relations
9. Audio/Video/DVD Duplication
10. Audio Production
11. Print Media Scripting
12. Other Services Offered