




Terry McKee, IT & Procurement Director

901 N. Broadway • Knoxville, TN 37917-6699
 865.403.1133 • Fax 865.594.8858
purchasinginfo@kcdc.org
www.kcdc.org

Request for Proposals

PUBLIC RELATIONS SERVICES

Solicitation Number	Q1803
Due Date	February 23, 2018
Due Time	11:00 a.m. eastern standard time
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Note: Procurement is in a separate building behind the main office building
Electronic Copies:	Proposers are encouraged to use the Adobe fillable or MS Word version to provide a typed. Electronic copies are available on KCDC's webpage or by emailing purchasinginfo@kcdc.org .
May responses be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No However, if the solicitation calls for written submittals, they must be provided as indicated.
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date	NA
Solicitation Meeting Time	NA
Solicitation Meeting Location	NA
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org

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

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes 20 sites with approximately 3,547 dwelling units. KCDC also administers approximately 3,958 vouchers and 82 moderate rehabilitation units through our Section 8 department.
- b. KCDC's existing "contract" for public relations services is nearing 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. Thus proposers 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.
- c. The award will include routine services as well as services needed on an "as needed" basis.
- d. KCDC anticipates this award commencing on or about March 1, 2018.

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 proposer. Should additional costs arise, the proposer must document the increased costs. KCDC reserves the right to accept and negotiate these charges.

3. **CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT**

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

- a. Contractual Issues: Terry McKee, IT & Procurement Director
- b. Day to Day Needs: KCDC's Executive Management team:
 - CEO: Ben Bentley
 - Senior Vice President of Housing: Sean Gilbert
 - Executive Assistance to CEO: Joy Russell Patrick

4. **CONTACT PERSONNEL**

The proposer will have no more than two persons to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the successful proposer will introduce the new contacts to KCDC personnel.

5. **CONTACT POLICY**

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

6. **COPIES**

The proposer will deliver three printed copies and one original printed copy (so marked) of your proposal by the due date and time. Additionally, the proposer will submit an electronic copy of the proposal.

7. **EVALUATION**

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to proposer “responsiveness” and “responsibility.” KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- a. KCDC will evaluate responses with a weighted evaluation system. The categories and points assigned for each category are:

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
Total Points Possible	100

- b. 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.

- c. KCDC’s Evaluation Team may elect to interview one or more proposers before making an award.

- d. KCDC's Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.

KCDC reserves the right to waive technical irregularities in submissions or to reject any or all proposals if to do so is in the best interest of KCDC.

8. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in the solicitation document. These instructions are at www.kcdc.org. Click on "Procurement" and follow the link. By submitting a response to this solicitation, the proposer accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Suppliers." Proposers may wish to review certain applicable HUD instructions also on KCDC's webpage.

9. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the proposer carries at least the following minimum levels of insurance. Proposer will at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting award. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

The proposer will maintain, at proposer's sole expense, on a primary and non-contributory basis, at all times during the life of the award insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better. Upon award, the proposer will provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The proposer agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by the proposer under this award

- a. *Commercial General Liability Insurance:* occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it will apply separately to the work/location in this award or be no less than \$2,000,000.

Such insurance will 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 proposer including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured will read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the proposer will add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance will include coverage for loading and unloading hazards.
- c. *Workers' Compensation Insurance and Employers Liability Insurance:* with statutory limits as required by the State of Tennessee or other applicable laws.
- d. *Other Insurance Requirements:* Proposer will:
 - 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance will provide a minimum 30-day endeavor to notify KCDC of cancellation when available by proposer's insurance. If the proposer receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, proposer will notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address will read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 N. Broadway
Knoxville, TN 37917

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of award.
- 5. Require all subcontractors to maintain during the term of the resulting award commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by proposer's insurance) in the same manor and limits as specified for the proposer. Proposer will furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit proposer to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement will not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should proposer enter into such an agreement on a pre-loss basis.
 8. All policies must be written on an occurrence basis.
- e. Once KCDC sends the successful proposer the notification of intent to award, the proposer is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

General Services:	7 calendar days	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Construction Services	15 calendar days	<input type="checkbox"/> Yes	<input type="checkbox"/> No

10. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. Purchase orders authorize work and obligate payment. KCDC does not have a legal obligation to pay for work or goods delivered prior to purchase order issuance.
- b. Invoices must:
 1. Be numbered
 2. Have a date on them that is after the work is completed or goods delivered
 3. Show the purchase order number.
 4. Breakdown pricing according to the bid structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
 5. Be suitable for scanning since KCDC does not maintain paper records.

- c. Proposers 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.
- d. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchase by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract.

Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the proposer. KCDC will not pay taxes on invoices.

- e. KCDC pays by electronic transfer (ACH) only.

11. **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.

12. **PRICE STRUCTURE**

- a. At the end of each award year, the successful proposer may request a price increase. Proof of increased cost to the successful proposer must accompany price increase requests. KCDC may, at its option:

- 1. Accept the proposed price increase.
- 2. Reject the proposed price increase.
- 3. Suggest an alternative price increase.

- b. If KCDC rejects a proposed price, the successful proposer may:

- 1. Continue with the existing pricing.
- 2. Suggest an alternative price increase.
- 3. End the award.

13. **QUESTIONS**

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Public Relations Services" in the subject line, at least five days prior to the due date.

14. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968, which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for proposals or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Proposer will seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful proposer will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful proposer will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's apartment. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or

2. Employs Section 3 residents for at least 30% of its employee base; or
3. Makes a commitment to sub award at least 25% of the project's dollars to a Section 3 business.

15. **SUBCONTRACTORS**

KCDC must approve subcontractors prior to them beginning work and the subcontractors must carry the insurance coverages outlined herein.

Scope of Work/Description of Minimums

16. **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 things as:

1. Developing, implementing, and evaluating a proactive marketing strategy for KCDC, incorporating both traditional and social media outlets.
2. 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.
3. 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.
4. Issuing press releases on KCDC's behalf, and working with media to build interest in KCDC related content.
5. Monitoring local media outlets for stories involving KCDC, providing KCDC with such information and then guiding KCDC's response if applicable.
6. Monitoring Knoxville City Council meetings (including committees) for issues involving KCDC providing KCDC with such information and then guiding KCDC's response if applicable.
7. Monitoring 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 agendas 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.

b. As needed services could include:

- Annual Progress Reports
- Brochures
- Creative Development
- 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 Development
- Media Placement
- Newsletters
- Photography/Videography
- Press Conferences
- Print Advertising
- Research
- Solicit for free media time and/or space for public service announcements.
- Social media (such as Facebook, LinkedIn, Twitter, et cetera) campaigns for specific projects

This is not an all-inclusive list and many “as needed” services are not products from the proposer but rather press releases 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”

17. **CHANGES IN WORK**

If KCDC finds it necessary to require corrections to completed work due to errors made by the proposer, the proposer shall correct the work at no additional cost to KCDC. If KCDC requires changes for previously accepted work, the proposer shall make such changes as directed by KCDC. The supplier’s compensation is at the established rate between the proposer and KCDC.

18. **CONFIDENTIALITY**

The proposer 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.

19. **COPYRIGHT**

Proposer 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 of such information and other materials without the necessity of obtaining any permission from the proposer and without expense and charge. All work products are the property of and owned by KCDC. Proposer shall secure duplication and distribution rights for KCDC from all suppliers and subcontractors. The proposer 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.

20. **KCDC's GENERAL RESPONSIBILITIES**

KCDC will

- a. Schedule periodic meetings with the proposer 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 proposer 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.

21. **PAYMENT**

KCDC will make monthly payments to the proposer for approved costs incurred in accordance with the following:

- a. The proposer will bill all direction, artwork, public information, research, account service work, special event coordination and copy writing on an hourly basis by activity in accordance with the contractual rates.
- b. The proposer will bill all media by activity at the actual flat fee rate. Progress payments are made on a percentage of completion basis.
- c. The cost of services rendered or materials produced by organizations on KCDC's behalf and not a part of the proposer'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 out-of-state travel rates.
- d. Proposer must request payment for all required printing with an itemized invoice. Proposer must competitively bid printing services (3 or more) to provide best price and quality for KCDC. The proposer must provide copies of the competitive bids upon submission of estimates.
- e. The proposer 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.

22. **PROPOSER REPORTS AND MEETINGS**

The proposer 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 proposer shall recommend a format for KCDC approval for the quarterly reports and the comprehensive annual report.

- a. The proposer 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 proposer 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. Proposer is paid the hourly rate only for time actually spent in the meeting.

23. **STATEMENT OF WORK**

- a. The proposer 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.

24. **STAFF REPLACEMENT**

KCDC understands that over time proposer'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 proposer briefs the replacement personnel as to the status of KCDC's project(s) and ongoing work at no expense to KCDC.

25. **TRAVEL EXCLUSION**

The proposer will not be reimbursed for any 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.

Submittal Structure Instructions

1. Submit your information in the order indicated below:

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


2. Place your company’s name on each page and number all pages consecutively
3. The use of tables in presenting information facilitates the evaluation team’s review.
4. Submit one written original (with all pages marked “original”), three printed copies and one electronic copy (email or flash drive /CD) of your submittal).
5. Fancy brochures and advertisements are not necessary.
6. Do not use phrases such as “See the attached” or “Will be provided upon award.”
7. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.
8. Proposers are encouraged to use a typed version for their responses.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

General Information about the Proposer

Sign Your Name to the Right of the Arrow 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title 

Company Name 


Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

Proposer's e-mail address (Please Print Clearly) 

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3 Small Business Woman Owned

Cooperative Procurement by Other Governmental Entities

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

Insurance Requirements

I have reviewed the insurance requirements in this solicitation and will provide KCDC with a Certificate of Insurance adhering to these requirements within the stated number of days. Yes No

Prompt Payment Discount

A discount of _____% is offered if payment is made within 30 days

Mastercard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Proposer: _____

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 proposer 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 proposer 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 proposers, potential proposers, or parties to sub-agreements.
4. By submission of this form, the proposer 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 proposer 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. proposer 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.

9. Iran Divestment Act:

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

Non-Collusion:

- 10. Neither the said proposer 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, proposer, 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 proposer, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other proposer, 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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)

(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 --

(a) *[] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.*

(b) *[] is, [] is not a women-owned 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.*

(c) *[] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:*

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon

Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) *Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:*

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address)

Solicitation Document D Proposer's Executive Summary

Proposer: _____

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 must be limited to a maximum of two pages.

Proposer: _____

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:

Company	Description	% Complete

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.

Proposer: _____

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

Proposer: _____

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.

Proposer: _____

The proposer must provide information about experience with public entities to show proven and demonstrated 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
9. Date the contract ended (if applicable)

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