




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

Requests for Proposals

Project Management Services for Emergency Grant Work at Western Heights

Solicitation Number	Q1830
Due Date	June 7, 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:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
Responses may be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed responses required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Provide 1 original and 3 copies
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	KCDC's Board Room at 901 N. Broadway. Come to the Lobby in the Main Building and go upstairs to the Board Room.
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org . KCDC will not accept questions via telephone.
Award Results	KCDC posts both a summary of the proposals received and the award decision at: http://www.kcdc.org/procurement/

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 Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas. Several of the properties have transformed to the Project Based Rental Assistance program (PBRA) and KCDC is the management company for those sites. The properties for which KCDC is the management company include Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP.
- b. The purpose of this Request for Proposal (RFP) is to solicit proposals from interested, qualified, experienced and capable suppliers who wish to perform project management services related to the emergency grant that KCDC received for moisture remediation work at its Western Heights property. The estimated entire project cost is \$5,818,857 for 244 units of Western Heights' total 440 units. The types of work that general contractors will perform include:
 - Exterior wall repairs
 - Interior wall repairs
 - Mold remediation
 - Sanitary sewer replacement
 - Water line replacement services
- c. All emergency grant funds must be obligated within one year and expended within two years.
- d. The supplier that receives this award will serve as KCDC's Owner's Representative with the architectural firm (McCarty Holsaple McCarty) and with the general contractors who receive KCDC's awards. Representative tasks to be handled include:
 - Analyze alternative courses of action for unforeseen conditions such as materials shortages, work stoppages and accidents if they occur
 - Assist in the exercise of any and all rights and responsibilities of the owner, as authorized agent and representative of owner
 - Assisting KCDC with Davis Bacon interviews, certified payroll reviews and issue resolution
 - Assist with the evaluation/selection process and assist in awarding contracts to general contractors
 - Attend biweekly progress meetings
 - Attend meetings about the project as needed

- Coordinate any start-ups and initial systems operations and any modifications necessary
- Coordination of site evaluation services (if needed)
- Cost estimating and control services
- Evaluate the performance of the general contractor, subcontractors, architects and engineers as needed and as appropriate
- Handle total project management including phasing and scheduling; establishing project milestones/reporting schedules; reviewing general contractor's proposed cost and monitoring progress against budget; tracking potential cost changes and change orders; and monitoring compliance with all contract terms
- Inspect the completed project along with the architect, coordinate with the general contractor to facilitate the satisfactory completion of all work
- Inspection of work in progress and notify the owner, architect and general contractor(s) of any defective work or other issues under the construction/renovation contract
- Perform related work as required and requested by KCDC
- Prepare a design/construction plan for each project, including applications pursuant to regulatory requirements (codes requirements, environmental issues, et cetera)
- Project oversight
- Review the architect's and general contractor's monthly payment requests and provide recommendations to the owner
- Review and approve requests for change orders and recommend them (when appropriate) to KCDC.

2. **Changes after Award**

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

3. **Codes and Ordinances**

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

4. **Contact Policy**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC’s Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

5. **Employees**

Supplier will:

- a. Require employees parking vehicles (whether corporately or privately owned) on KCDC property to have company identification ~~is~~ on the vehicles. This may be by placards on the vehicle’s side, laminated paper with the company name placed on the dashboard or other means approved by KCDC.
- b. Provide employees with proper identification, which is displayed at all times while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times.

6. **Evaluation**

All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to the supplier’s “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 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.
- b. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in-person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.
- c. 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.
- d. KCDC evaluates responses on a weighted evaluation system. The categories and points assigned for each category are below.

CRITERIA	POINTS
Professional Competence and Experience	25
Professional Staff and Project Team	15
Capability to Provide Timely Services	20
Guaranteed Price	40
TOTAL	100

7. **General Instructions**

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

8. **Insurance**

- a. The supplier agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the supplier’s standard business practices and acceptable to KCDC.
- b. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed 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 checked="" type="checkbox"/> No

9. **Invoicing**

- a. KCDC will process invoices once per month.
- b. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC’s Supplier Portal to track actual payments made.
- d. KCDC requires that invoices be submitted via email.

10. **Length of Award**

The length of the contract will for the duration of the Western Heights project.

11. **Ownership**

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

12. **Questions**

Direct questions to purchasinginfo@KCDC.org with “Project Management Services” in the subject line, at least five days prior to the due date. KCDC will not accept questions via telephone.

13. **Representations**

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the supplier carefully examined the plans, specifications and the worksite and that from its own.

14. **Subcontractors**

Subcontractors must:

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

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	Business Information	Proposer
Solicitation Document F	Personnel Qualifications	Proposer
Solicitation Document G	Timeliness	Proposer
Solicitation Document H	Cost	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”), **two** printed copies and one electronic copy (email or flash drive) 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

**Project Management Services for Emergency Grant Work at Western Heights Q1830
Solicitation Document A General Information**

General Information about the Supplier	
Sign Your Name to the Right of the Arrow	
Your signatures means you 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	
Supplier'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 <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
-------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business is owned & operated by persons at least 51% of the following ethnic background:	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>
Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>
Native Americans <input type="checkbox"/>	White <input type="checkbox"/>

Cooperative Procurement

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

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

Mastercard is accepted for payment without additional fees. Yes No

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

Supplier: _____

Conflict of Interest:

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

Drug Free Workplace Requirements:

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

Eligibility:

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

General:

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

Iran Divestment Act:

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

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

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

Accuracy of Electronic Copies:

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

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

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

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)

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- 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 Proposer's Executive Summary

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

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

Solicitation Document E Business Information

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

1. A narrative history including the date of inception or incorporation.
2. A narrative about the resources of the firm.
3. A narrative description of the firm and its service offerings.
4. Experience in handling governmental and/or public housing projects. This is direct experience relating to real estate development experience or major rehabilitation in the low-income housing industry, work for local housing authorities, work with the Department of Housing and Urban Development and experience with other governmental jurisdictions.

The information provided should include, but not be limited to, the names of clients, scope of work performed and year of engagements.

5. Number of similar projects completed by the firm.
6. Each proposer must submit evidence that it has the financial capacity to deliver the completed project in accordance with the commitments made in its proposal. Such evidence shall include financial statements of the proposer (or such other entities or individuals who will guarantee the proposer's performance) for the last fiscal year.
7. Provide specific references about experience with public entities to show proven and demonstrated ability to execute the work requirements. The proposal must include **five** specific references of similar accounts. Note that while your firm may have performed multiple jobs for a company, a company can only be one reference. Present information in this format:
 - Name of the business serviced
 - Contact name
 - Address

- Phone number
- Email address
- Amount of the contract
- Description of the contract
- Date the contract began
- Date the contract ended (if applicable)

Solicitation Document F Personnel Qualifications

Using as many pages as needed, provide the following information for each employee whose project responsibilities are considered to be significant for these projects.

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

Employee Name

Name of Project One	Role the employee played	Cost of the Project	Description
Name of Project Two	Role the employee played	Cost of the Project	Description
Name of Project Three	Role the employee played	Cost of the Project	Description
Name of Project Four	Role the employee played	Cost of the Project	Description
Name of Project Five	Role the employee played	Cost of the Project	Description

6. Any current certifications applicable to the professional services the employee will provide.

Solicitation Document G Timeliness

1. Each proposer shall detail current and future projects contemplated which are anticipated to coincide with this engagement and relate the impact of such work on the schedule anticipated for this job.
2. Each proposer shall submit a suggested timeframe for the completion of KCDC's work.

Solicitation Document H Cost

1. Each proposer shall include in its proposal the guaranteed turnkey price at which it is willing to deliver the completed projects envisioned by KCDC.
2. In addition to the turnkey price, proposers are to list services not included in the turnkey cost and to indicate their cost. Proposers may also list other optional services that they can provide.