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Request for Proposals	
<b>Solicitation name/number</b>	Legal Services Q2401
<b>Upload responses by</b>	11:00 a.m. on August 30, 2023 (as KCDC's clocks show)
<b>Upload your response to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC's webpage)
<b>Questions</b>	<b>KCDC will not accept questions via telephone.</b> Post questions to <a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> by 6:00 p.m. on August 23, 2023.
<b>Award results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage for addenda and changes before submitting your response</b>	



1. **Background and Intent**

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. KCDC's existing "contract" for legal services has reached its maximum award length (five years) and with this solicitation, KCDC intends to secure the cost-effective services of one or more firms to meet its needs for legal services.
- c. The City of Knoxville's Mayor appoints KCDC's Board of Commissioners. The Board of Commissioners serve as the governing body and authorize subsidy contracts with the United States Department of Housing and Urban Development (HUD) pursuant to the latter agency's regulations and statutory authorizations. These contracts allow KCDC to construct, own and operate public/affordable housing and to receive payments for eligible individuals and families.
- d. KCDC's Chief Executive Officer (CEO) is known as the "Executive Director." An "Executive Management" staff supports the Executive Director. The Executive Management staff consists of the:
  - Chief Financial Officer
  - Vice President of Policy & Strategic Partnerships
  - Vice President of Administration
  - Vice President of Housing
  - Vice President of Redevelopment
  - Vice President of Rental Assistance

Below these positions are the various directors, supervisors, managers, and employees.

- e. KCDC periodically needs legal services including such areas as Fair Housing, General Counsel, Human Resources, Real Estate and Public Finance/Incentives issues. This solicitation is to result in the hiring of one or more qualified firms to provide legal services on an "as needed" basis by KCDC and its affiliates. KCDC is under no obligation to exclusively use the services of any selected firm.

- f. KCDC has several affiliated corporations for which the firm(s) may also provide services as needed. These include:

<b>Name</b>	<b>Type</b>	<b>Purpose</b>
Bell Street Corporation	Section 115	Created for ownership and financing activities related to KCDC's Austin Homes redevelopment.
Bell Street 2 Corporation	Section 115	General partner in a limited partnership for the development of affordable housing units through RAD initiatives
Bell Street 3 Corporation	Section 115	General partner in a limited partnership for the development of affordable housing units through RAD initiatives
Bell Street Corporation (BSC)	Section 115	General partner in a limited partnership for the development of affordable housing units through RAD initiatives
Cagle Terrace Corporation	Section 115	To own and facilitate the renovation of Cagle Terrace.
Eastport Development LP	Section 42	To acquire, own, develop, lease, and operate The Residences at Eastport, Phase II.
Family Investment Foundation, Inc	501(c) (3)	For charitable, social, vocational, recreational and health purposes, and related business ventures
Five Points 1 Corporation	Section 115	General partner in a limited partnership for the development of the Five Points Senior Building
Five Points 2 Corporation	Section 115	General partner in a limited partnership for the development of Five Points Phase 2 Apartments
Five Points 3 Corporation	Section 115	General partner in a limited partnership formed in conjunction with low-income housing tax credits for the development of the Five Points Phase 3 Apartments
Five Points 4 Corporation	Section 115	General partner in a limited partnership for the development of the Five Points Phase 4 Apartments
Greater Tennessee Housing Assistance Corporation	Section 115	Established for the purpose of funding the construction of six Section 8 New Construction housing projects
Hollywood GP Corporation	Section 115	Created for ownership and financing activities related to 817 Hollywood Road and for similar properties and activities as determined beneficial
Knoxville Housing Development Corporation (KHDC)	Section 115	Established to acquire, rehab, or develop affordable housing projects in the Knoxville area for KCDC. KHDC is the owner of Passport Homes and Clifton Road Apartments.

<b>Name</b>	<b>Type</b>	<b>Purpose</b>
Liberty Place Knoxville LP		To acquire, own, develop, lease, and operate Liberty Place Knoxville, (the Property).
Lonsdale LP		Created to acquire, own, develop, lease, and operate The Lonsdale (the "Property") I
Montgomery Village Housing Corporation	Section 115	To own and facilitate the renovation of Montgomery Village Apartments. These apartments are a part of KCDC's multifamily portfolio, but have a federal loan guarantee, which necessitates the Corporation.
Moss Grove GP Corporation	Section 115	Created for ownership and financing activities related to Moss Grove and for similar properties and activities as determined beneficial
North Ridge Crossing LP		Formed under the laws of the State of Tennessee on March 23, 2016, to acquire, own, develop, lease, and operate North Ridge Crossing Apartments (the "Property").
Passport Development Corporation	Section 115	KCDC's general partner to limited partnerships. Currently is the General Partner for Eastport Development LP., owner of The Residences at Eastport Phase 2.
Passport Housing Corporation	Section 115	General partner in a limited partnership for the rehabilitation and operation of apartment units at Residences at Lonsdale, North Ridge Crossing, and The Vista at Summit Hill.
Western Heights Corporation	Section 115	Created for ownership and financing activities related to KCDC's Western Heights Phase I redevelopment. P
Western Heights LP		To acquire, own, develop, lease, and operate Western Heights LP, (the Property).
Western Heights 1 LP		To acquire, own, develop, lease, and operate Western Heights LP, (the Property).
Vista at Summit Hill LP		Formed under the laws of the State of Tennessee on March 23, 2016, to acquire, own, develop, lease, and operate The Vista at Summit Hill (the "Property").
Young High GP Corporation	Section 115	Created for ownership and financing activities related to Young High and for similar properties and activities as determined beneficial

**2. Changes after Award**

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

**3. Contact Policy**

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

**4. Contract Approval**

Awards resulting from this RFP are subject to the approval of KCDC’s Board, HUD, and the State of Tennessee.

**5. Errors and Deficiencies**

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

**6. Evaluation**

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

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

Factors	Maximum Points
Firm’s Qualifications and Experience	40
Professional Staff to be assigned	40
Cost	20
<b>Total</b>	<b>100</b>

- f. KCDC may negotiate the fees initially requested in the proposal. The fees proposed by the top-rated firm(s) may be the beginning of negotiations.
- g. Separate contracts may be awarded for each area of legal services or for a combination of areas of legal services, or multiple contracts may be recommended for award within the same area of legal services in case one firm has a conflict of interest and cannot represent KCDC in specific matters.
- h. KCDC will evaluate the proposals received for each service type independently.

**7. General Instructions to Suppliers**

KCDC’s General Instructions to Suppliers are at [www.kcdc.org](http://www.kcdc.org) . Click on “Procurement” and the link to the instructions. The firm’s submittal means acceptance of the terms and conditions found in KCDC’s “General Instructions to Suppliers.” The following paragraphs in the General Instructions to Suppliers do not apply: 9, 12, 13, 17, 18, 20, 31, 44, 47a, 47b, 47d, 47e, 53, 60 and 72.

**8. Insurance**

The Firm agrees to maintain at its sole expense on a primary and non-contributory basis during the term of the resulting contract insurance coverages and limits in accordance with the firm’s standard business practices and acceptable to KCDC. Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work and/or operations performed by or on behalf of the firms. Such insurance shall provide waiver(s) of subrogation. The Firms shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.

**9. Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered.

- b. Firms must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC pays by electronic transfer (ACH) only. Firms' accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Firms may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- . Invoices must:
  - Be numbered
  - Show a date that is after the work is complete or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Reference the bid number
- e. KCDC wants all invoices emailed to [apadmin@kcdc.org](mailto:apadmin@kcdc.org) . You may copy the service requestor on the email. Do not send invoices by any other means.

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

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

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

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

#### 12. **Solicitation Requirements**

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

**13. General Requirements**

These legal services are a necessary supplement to KCDC's daily operation and are divided into these general categories:

- General Counsel and Litigation
- Housing (Landlord/Tenant)
- Real Estate (Acquisition/Construction/Environmental)
- Employment Law
- Public Finance and Incentives ((Tax Increment Financing (TIFs) and Payment In Lieu of Taxes (PILOTS))

**14. Group A      General Counsel and Litigation**

- a. These services include but are not limited to such items as review of Board of Commissioners (BOC) meeting agendas; compliance with the Tennessee Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), KCDC policies, procedures, bylaws, and actions that will put KCDC at risk for liability exposure.
- b. KCDC may, on an as-needed basis, require the successful firm(s) to provide services pertaining to related matters within the following areas, to applicable federal, state, and local regulations, statutes, laws, and codes:
  - Accounting/Finance
  - Development and Modernization
  - Information Technology
  - Maintenance
  - Operations
  - Procurement
  - Public Housing Programs
  - Section 8/Housing Choice Voucher Program (HCVP)
  - U.S. Department of Housing and Urban Development (HUD)
- d. The selected firm will serve as outside counsel and represent KCDC in any legal matters for which they are engaged.
- e. The selected firm will provide written legal opinions as requested.
- f. The selected firm will attend meetings as requested (e.g. KCDC staff meetings, Ribbon Cuttings, site events).



- g. Prepare or assist in preparing correspondence or other documents to federal, state, and local government officials, vendors, agents, et cetera, as requested.
- h. Assist and advise KCDC concerning contracts and leases, contract provisions and negotiations of such contracts and other related documents.
- i. Represent KCDC and its affiliate entities, in negotiations, arbitration, mediation, court proceedings and actions on other such matters as required.
- j. Provide guidance on various types of incorporation, entity formation insurance, civil procedure, building and construction law and other commercial matters.
- k. Serve as bond counsel for KCDC if the need arises.
- l. Other matters as requested.

**15. Group B Housing (Landlord/Tenant)**

- a. As requested, assist KCDC staff with compliance with state and federal housing laws including, but not limited to the Tennessee Landlord Tenant Act, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights act of 1964, and other federal acts and executive orders related to and discrimination.
- b. Represent KCDC before agencies, boards and other entities concerning Fair Housing issues including representing KCDC in court.
- c. Represent KCDC concerning Unlawful Detainer Services in connection with the management and operation of the low-income public housing programs, the firm will represent KCDC for scheduled court appearances. The housing “community managers” will appear in court with the attorney.
- d. Represent KCDC in bankruptcy matters concerning residents and others as needed.
- e. Other matters as requested.

**16. Group C Real Estate (Acquisition/Construction/Environmental)**

- a. Services required include legal counsel for needs involving the acquisition of land required to conduct KCDC’s mission, including relocation activities associated therewith. Use of the eminent domain power is occasionally required in KCDC projects.

Counsel retained for this purpose are expected to have considerable experience in this as well as other areas of real estate law. This function may also involve representation of the agency in litigation arising out of its real estate activities.

- b. Participate, as necessary, in negotiations and provide services in connection with acquisition of land from various owners, including all improvements thereon.
- c. Prepare petitions and prosecute to completion all condemnation proceedings which may be necessary in connection with acquisition of parcels with the project areas.
- d. Participate, as necessary, in negotiations and provide services in connection with disposition of property to potential developers.
- e. As requested, review, assist in developing, or prepare sales contract documents, lease agreements, development agreements, et cetera, to ensure conformance with all applicable local, state, and federal legal requirements.
- f. Assist KCDC staff in matters pertaining to redevelopment plans, including amendments as required, and enforcement of said plans.
- g. Provide Tax Credit (Low income and new market) guidance and advice.
- h. Provide real estate development guidance.
- i. Assist and advise KCDC concerning contracts, contract provisions and negotiations of such contracts and other related documents/matters when needed.
- j. Represent KCDC and its affiliate entities in negotiations, arbitration, mediation, court proceedings and actions on other matters as required.
- k. Provide expertise and guidance in the review of title issues and real property encumbrances.
- l. Provide expertise and guidance in the review of Eminent Domain issues.
- m. Provide expertise and guidance in the review of Environmental issues.
- n. Provide expertise and guidance in the review of other matters as requested.

**17. Group D      Employment Law**

Provide services such as s specialized legal counsel on matters involving employee relations including but not limited to FLSA and EEOC issues; review of KCDC’s Personnel Policy for compliance with all federal, state, and local statutory requirements; consultation with the KCDC Board and staff on employee issues and problems. This function may also involve representation of the agency in litigation concerning employer/employee relationships.

**18. Group E      Public Finance and Incentives**

- a. The service includes assisting KCDC in securing and utilizing Low Income Housing Tax Credits and other resources which are or may become available to implement the housing objectives of the agency. This may include the innovative utilization of public housing and housing choice voucher funds, HOME Investment Partnership funds, and other federal and state funding which may be applicable to the agency's housing plans and objectives.
- b. This service also includes investigating, documenting, and making recommendations about Tax Increment Financing (TIFs).
- c. This service also includes investigating, documenting, and making recommendations about Payments in Lieu of Taxes (PILOT).
- d. Other matters as requested.

**19. General Comments**

- a. None of the preceding information is intended to be an all-inclusive listing of all the legal services that KCDC may retain the successful firm(s) to provide.
- b. KCDC reserves the right to approve whether any additional staff may be brought in to consult on matters already under review, and the successful firm(s) must declare beforehand whether inclusion of the additional staff would incur additional staff hours and the applicable rate as proposed on the Fixed Fee Schedule.
- c. If the firm(s) does not have a qualified person in-house to provide any services required, the firm(s) may retain another counsel who has such a qualified person. Such retention must have KCDC's prior written approval. Any billing/payment for such additional counsel will be at the same hourly rate listed within the resulting contract unless KCDC gives prior approval otherwise.
- d. KCDC reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained because of this RFP, to retain additional legal counsel when it is in KCDC's best interest to do so.

**20. Authorized KCDC Contacts**

KCDC authorizes the following persons to request legal services from the selected firm(s).

- Board Chair
- Chief Financial Officer
- Executive Director/CEO
- Redevelopment Administrator

- Risk Manager
- Vice President of Administration
- Vice President of Housing
- Vice President of Redevelopment

## 21. Confidentiality

- a. During the term of this appointment, as well as thereafter, the firm(s) will keep all information pertaining to KCDC confidential unless such information is open to the public under local, state, and federal law. The firm(s) shall not at any time use any such information to the detriment of KCDC, its officers, or employees.
- b. The firm(s) shall immediately communicate any inquiries from the media concerning KCDC or matters for which KCDC engages the firm to one of the above-authorized KCDC contacts. The firm shall work with KCDC to develop an appropriate response, if warranted.

## 22. Conflict of Interest

By submitting a response to this Request for Proposal, in addition to complying with any applicable professional conduct standards relating to conflicts of interest, the signer affirms and agrees that he/she has not represented any client in any matter pending against KCDC during the six month period preceding the resulting contract and that he/she/the Firm shall not represent any client in any capacity concerning any matter pending against KCDC during the existence of this contract, nor for a six month period following the termination of this contract.

## 23. Minimum Qualifications

- a. Each attorney on the proposed team shall possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
- b. The Tennessee Bar must have admitted each attorney in the proposed team to practice and each attorney must maintain a Tennessee law license in good standing.
- c. The proposed designated Lead Attorney shall have a minimum of ten years' experience as an attorney. The attorney's resume shall show experience in specialized fields.
- d. Adherence to the Tennessee Code of Professional Responsibility is required.

## 24. Records

The firm under contract to provide legal services shall maintain proper records and files. Such records and files shall be furnished to KCDC upon completion if requested.

**25. Retainer and Non-Retainer Options**

KCDC has asked for a retainer option and KCDC also asked for hourly rates. KCDC will determine which model best meets its needs. KCDC understands that there may be various “retainer” options and proposers may detail those in the costing section for KCDC’s consideration.

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

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

- a. Your entire submittal must not exceed 20 printed pages (not counting Solicitation Document A, B, C and G). A page is one 8.5 x 11 sheet of paper (can be double sided). Use a standard font no smaller than 11 in size to complete the documents.
  
- b. **Your submittal’s first page is KCDC’s Solicitation Document A.**

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

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Solicitation Document A		General Information about the Firm				
<b>Note: Complete all cells even if the answer is "Does not apply"</b>						
<b>Sign Your Name in the column to the right</b>						
If completing this document in Adobe, an electronic signature is acceptable to KCDC.						
Your signature indicates you read and agree to "KCDC's General Instructions to Firms" ( <a href="http://www.kcdc.org">www.kcdc.org</a> ) and that you are authorized to bind the Firms or are submitting the response on behalf of and at the direction of the Firms' representative authorized to contractually bind the Firms. I represent that the Firms or its applicable representatives has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.						
Item			Response			
Printed Name and Title						
Legal Corporate Name						
Street Address						
City/State/Zip						
Contact Person						
Telephone Number						
Cell Number						
Supplier's E-Mail Address						
Addenda						
Addenda are at <a href="http://www.kcdc.org">www.kcdc.org</a> . Click on "Procurement" and then on "Open Solicitations" to find addenda. Be sure to check for addenda prior to submitting a proposal.						
Acknowledge addenda have been issued by checking below as appropriate:						
None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	
Statistical Information (Check a box in each of the next four lines)						
1. This business is at least 51% owned and operated by a woman						Yes <input type="checkbox"/> No <input type="checkbox"/>
2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>
3. This business is at least 51% owned and operated by a veteran						Yes <input type="checkbox"/> No <input type="checkbox"/>
4. This business is owned & operated by persons at least 51% of the following ethnic background:						
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
Prompt Payment Discount						
A ____% prompt payment discount applies if KCDC pays within ____ days of accurate invoicing.						

**Conflict of Interest**

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

**Eligibility**

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

**General**

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

**Iran Divestment Act**

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

**Accuracy of Electronic Copies**

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

**General**

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




**No Contact/No Advocacy Affidavit**

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

**Non-Boycott of Israel Affidavit**

- 14. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each firm and each person signing on behalf of any firm certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each firm is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to firms with 10 or more employees.

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

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



## Representations, Certifications, and Other Statements of Bidders

### Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

##### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert

*full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

*(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.*

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

*(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:*

*(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and*

*(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.*

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

#### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

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

is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

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

(Check the block applicable to you)

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

**9. Certification of Eligibility Under the Davis-Bacon**

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

**12. Bidder's Signature**

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

**(Signature and Date)** \_\_\_\_\_

**(Typed or Printed Name)** \_\_\_\_\_

**(Title)** \_\_\_\_\_

**(Company Name)** \_\_\_\_\_

**(Company Address)** \_\_\_\_\_

Provide the information requested below so that KCDC can determine your capacity to perform the required work. You may provide additional relevant information as desired-subject to maximum submittal size detailed herein.

**Required with all submittals:**

1. Outline why KCDC should select your firm to provide the required services.
2. Narrative about the firm's history.
3. History of the firm and key management/partners.
4. Narrative about the firm's resources available to complete the work.
5. Number of overall staff available for KCDC.
6. Expectations regarding adequate notice for meetings with KCDC personnel.
7. Any potential conflicts of interest in representing KCDC.
8. Evidence of prior relevant experience with regulations and policies of the United States Department of Housing and Urban Development.
9. **Submitting for General Counsel Services?** Yes  No  **If yes:**  
Provide examples and/or evidence of prior relevant experience concerning:
  - Litigation
  - Contract law
  - Tennessee Open Meeting Laws/rules
  - HUD related work
  - Incorporation, insurance, civil procedure, building and construction law and other commercial matters.
  - Bond counsel

**10. Submitting for Housing Services? Yes  No  If yes:**

Provide examples and/or evidence of prior relevant experience concerning:

- State and federal housing laws
- Landlord and tenant law
- Tennessee's Landlord Tenant Act
- Title VIII of the Civil Rights Act of 1968
- Title VI of the Civil Rights act of 1964
- Other federal acts and executive orders related to discrimination.
- Bankruptcy matters concerning residents and others.

**11. Submitting for Real Estate Law Services? Yes  No  If yes:**

Provide examples and/or evidence of prior relevant experience concerning:

- Litigation
- Real estate law
- Redevelopment issues such as, but not limited to condemnation, eminent domain, disposition of property to potential developers, TIF's, et cetera.
- Construction law
- Land/property acquisition
- Sales contract documents, lease agreements, development agreements, et cetera, to ensure conformance with all applicable local, state, and federal legal requirements.
- Tax Credit (Low income and new market) requirements

**12. Submitting for Employment Law Services? Yes  No  If yes:**

Provide examples and/or evidence of prior relevant experience concerning:

- Employment law
- FLSA
- EEOC issues
- Personnel Policies review (compliance with all federal, state, and local statutory requirements)
- Consultation with the Board and staff on employee issues and problems
- Representing KCDC in litigation concerning employer/employee relationships

**13. Submitting for Public Finance and Incentives? Yes  No  If yes:**

Provide examples and/or evidence of prior relevant experience concerning:

- Redevelopment issues
- Eminent domain
- TIF's
- Construction law

- Low Income Housing Tax Credits
- Housing Choice Voucher funds
- HOME Investment Partnership funds
- Other federal and state funding

1. Provide an organizational chart identifying the key individuals and their proposed roles.
2. Identify the individual(s) that will function as project manager and any other supervisory personnel that will work on project; attach a brief resume for each.

Name	Title

3. Provide resumes of each professional staff member that may be assigned to KCDC showing this information.
  - Name
  - Title
  - Years with Firm
  - Years in Practice
  - Education
  - Experience (duties/roles)
  - Expertise Area
  - Professional affiliations/credentials
  - Litigation experience: Jury/Non-Jury
  - Tennessee State Bar Number
  - Date of Admission to the federal bar
4. Identify the accessibility of the proposed designated Lead Attorney and the response time that the individual offers to KCDC. Specifically, identify the lead-time required for attending scheduled or specially called meetings. Identify how quickly the Lead Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorneys.
5. Provide the number of current clients for the firm as a whole and for the attorney(s) assigned to KCDC.

1. Provide information regarding the firm's experience, specifically identifying any public housing authorities, affordable housing entities, municipalities, real estate company, redevelopment agencies, or other public agencies for which the firm has performed similar work in the State of Tennessee.
2. One client is one reference-not matter how many contracts or services performed for the client.
3. KCDC reserves the right to contact and interview the listed references via electronic survey means.
4. Provide **three** references in the following format.

This reference is applicable to	General Counsel	Yes <input type="checkbox"/>
	Housing	Yes <input type="checkbox"/>
	Real Estate	Yes <input type="checkbox"/>
	Employment Law	Yes <input type="checkbox"/>
	Public Finance and Incentives	Yes <input type="checkbox"/>
Name of the business receiving services		
Contact person		
Contact person title		
Contact person's telephone number		
Contact person's email address		
Description of the service provided		
Service began		
Service ended		



Complete this form and submit it separately as detailed earlier in this document. Note that you may insert additional lines into each chart if necessary.

1. **Proposing on General Counsel services**

Yes  No

<b>Monthly Retainer</b>	\$
<b>The monthly retainer includes how many hours?</b>	
<b>If the monthly retainer option is not chosen, rates are:</b>	<b>Hourly Rate</b>
Director/President	\$
Managers	\$
Shareholder/Attorney	\$
Associate	\$
Law Clerks	\$
Paralegal/Legal Assistant	\$
Clerical	\$

2. **Proposing on Housing services**

Yes  No

<b>Monthly Retainer</b>	\$
<b>The monthly retainer includes how many hours?</b>	
<b>If the monthly retainer option is not chosen, rates are:</b>	<b>Hourly Rate</b>
Monthly Retainer	\$
Director/President	\$
Managers	\$
Shareholder/Attorney	\$
Associate	\$
Law Clerks	\$
Paralegal/Legal Assistant	\$
Clerical	\$

3. Proposing on Real Estate services

Yes  No

<b>Monthly Retainer</b>	\$
<b>The monthly retainer includes how many hours?</b>	
<b>If the monthly retainer option is not chosen, rates are:</b>	<b>Hourly Rate</b>
Director/President	\$
Managers	\$
Shareholder/Attorney	\$
Associate	\$
Law Clerks	\$
Paralegal/Legal Assistant	\$
Clerical	\$

4. Proposing on Employment Law services

Yes  No

<b>Monthly Retainer</b>	\$
<b>The monthly retainer includes how many hours?</b>	
<b>If the monthly retainer option is not chosen, rates are:</b>	<b>Hourly Rate</b>
Director/President	\$
Managers	\$
Shareholder/Attorney	\$
Associate	\$
Law Clerks	\$
Paralegal/Legal Assistant	\$
Clerical	\$

5. Proposing on Public Finance and Incentives services

Yes  No

<b>Monthly Retainer</b>	\$
<b>The monthly retainer includes how many hours?</b>	
<b>If the monthly retainer option is not chosen, rates are:</b>	<b>Hourly Rate</b>
Director/President	\$
Managers	\$
Shareholder/Attorney	\$
Associate	\$
Law Clerks	\$
Paralegal/Legal Assistant	\$
Clerical	\$

6. Other cost notes:

- a. The firm will bear all local travel and miscellaneous expenses. Any costs for travel more than 50 miles away from KCDC will be based on per diem rates for the area published by the U.S. General Services Administration. Payment will be made only for actual expenses and copies of receipts are required.
- b. All non-local travel must be pre-approved by KCDC.
- c. Reimbursable expenses including, but not limited to, Courier, Postage, Overnight Mail, Filing Fees, Faxes, Telephone Calls, Mileage, Reproduction/copying will be reimbursed at cost.
- d. Reproduction/copying costs will only be reimbursed if the volume exceeds typical and normal amounts associated with the work being performed. Such cases require KCDC's approval.
- e. Fractions of billable hours shall be charged to the nearest 10<sup>th</sup> of an hour.