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Request for Qualifications

Solicitation Name and Number	Architectural Services for Renovations at Northgate Terrace C21008
KCDC's Procurement Division must receive your response no later than	11:00 a.m. on March 3, 2021 (as KCDC's clocks indicate)
Email Responses to	procurementinfo@kcdc.org
Electronic Copies	Use the MS Word version posted on KCDC's website (or other electronic means) to provide a typed response. The final proposal is to be submitted in Adobe format.
Questions About This Solicitation	Submit questions to procurementinfo@kcdc.org by 4:00 p.m. on February 26, 2021. <u>KCDC will not accept questions via telephone.</u>
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting Connection	KCDC will host an on-line meeting. Email procurementinfo@kcdc.org for the web link.
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date and Time	February 19, 2021 at 11:00 a.m.
Tabulation and Award Results	KCDC will post a list of the names of the firms submitting qualification statements to its webpage. One an award decision is made, that information will also be posted to KCDC's web page at: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage (https://www.kcdc.org/procurement/) for addenda and changes before submitting your response	



General Information

1. Background and Intent

- a. Created under Tennessee State enabling statutes in 1936, 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 housing property portfolio includes 17 sites with approximately 3,413 dwelling units. KCDC also administers approximately 4,097 Section 8 Vouchers, 76 Moderate Rehabilitation units. Other activities of KCDC include management of 9 LIHTC properties, administration of development and redevelopment projects for local governments and several related business activities.
- b. KCDC's mission is to improve neighborhoods and communities by
 - Providing quality affordable housing
 - Advancing development initiatives
 - Fostering self-sufficiency
- c. KCDC intends for this solicitation to result in the selection of one architectural firm to develop renovations plans/drawings for Northgate Terrace. KCDC use the resulting plans/drawings for the renovation bidding phase of the project. Details are in the next section.

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

3. Confidentiality

- a. All reports, information, or data prepared or assembled by the selected Design Professional are confidential. The selected Design Professional agrees that said reports, information or data, without KCDC's prior written approval, will not be made available to any individual or organization.
- b. The selected Design Professional agrees to work cooperatively and in the spirit of good faith with KCDC to assure high quality services. The selected Design Professional agrees to meet with KCDC representatives whenever necessary to resolve any problems that occur relative to the administration of the contract. In addition, KCDC may disclose certain information to the selected Design Professional and the selected Design Professional may have access to certain information that is not generally known to others and is confidential. The selected Design Professional agrees not to use or disclose to any third party except in the performance of services hereunder any such confidential information. The selected Design Professional further agrees to cause its employees and any subcontractors to undertake the same obligations of confidentiality. These provisions shall survive the termination of the contract.

4. Contact Policy

Only KCDC's Procurement Division may be contacted about this solicitation from the issuance of this RFQ until award.

Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the proposer from the solicitation process.

5. Contract Approval

Award of this contract is subject to KCDC’s Board’s approval.

6. Evaluation

KCDC alone determines the proposer’s “responsive” and “responsible” status prior to preliminary award. Responsible means a business with the financial and technical 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 its requirements, including all form and substance.

- 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. KCDC further reserves the right to adjust its evaluation scenario if this is in KCDC’s best interest and consistent with good business practices.
- b. KCDC will evaluate the submittals to this solicitation on the following factors.

Item	Possible Points
Demonstrated Ability to Deliver High Quality Design Products	40
Demonstrated Ability to Deliver High Quality Construction Documentation	25
Relevant Affordable Housing Experience & References: Principals & Team	35
Total Possible Points	100

- c. KCDC may select a Design Professional from written submittals or after a second step of evaluation, which may or may not include presentations. KCDC will select the Design Professional found to be best suited to provide the needed services.
- d. KCDC reserves the right to evaluate submittals on an ordinal ranking system in lieu of specific scores for the first-round while reserving specific scoring for those qualifications statements that progress to the second round of evaluation. Under this scenario, all qualifications statements will be scored 1, 2, 3, or 4 to reflect their strength relative to all other submittals. Then those score as “1’s” will be detailed scored according to the matrix above with the submittal with the highest score entering negotiations with KCDC.
- e. KCDC reserves the right to check or not check references. In either case, KCDC will use the references to gauge the Design Professional’s experience.

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." Paragraphs in the "General Instructions" document that do not apply to this solicitation: 16, 52, 57, 65, 67 and 69.

8. Insurance

- a. The Design Professional agrees to obtain and maintain at its sole expense on a primary and non-contributory basis during the term of the Engagement Letter and ensuing Agreement insurance coverages and limits in accordance with Design Professional's standard business practices and acceptable to KCDC including:
 1. Professional Liability with a \$2,000,000 minimum policy limit.
 2. Commercial General Liability – occurrence version with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate including completed operations. Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds and provide a waiver of subrogation.
 3. Automobile Liability Insurance - with a combined single limit of not less than \$1,000,000. Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds and provide a waiver of subrogation.
 4. Workers' Compensation and Employers Liability Insurance – with statutory limits as required by the State of Tennessee.
- b. Neither KCDC's review, approval, or acceptance of, nor payment for, the services required under this Engagement Letter and/or ensuing Agreement shall be construed to operate as a waiver of any rights, or of any cause of action arising out of the performance of this Engagement Letter and/or ensuing Agreement.

Design Professional shall be and remain liable to KCDC in accordance with the applicable law for all damages to KCDC caused by Design Professional's negligent performance of any of the services furnished under this Engagement Letter and ensuing Agreement.



9. Background and Introduction

- a. KCDC is converting is Northgate Terrace property from the traditional public housing format to the Project Based Rental Assistance (PBRA) model offered by the United States Department of Housing and Urban Development (HUD). One of the conversion requirements is for certain renovations to occur and thus KCDC has a need for an architectural/engineering services to provide services in support of and in close coordination with KCDC staff in developing plans and specifications those renovations.
- b. Located at 4301 Whittle Springs Road in Knoxville, Tennessee 37917, Northgate Terrace is a community exclusively for seniors ages 62 and older. The 14-story building features 277 studio and one-bedroom apartments and social activities planned by an on-site coordinator. Northgate has:

	Efficiency	1 Bedroom	2 Bedroom	Total
Number of Units	250	26	1	277
Bathrooms per Unit	1	1	1	
Handicap Units	0	13	0	

- c. Northgate has these features and amenities:
 - Elevators
 - Handicap-accessible units available
 - Central heat and air
 - Stoves and refrigerators
 - Garbage disposals
 - Cable-ready
 - Keyless entry
 - Trash chutes on each floor

- Especially lighted doorbells and smoke detectors available for hearing impaired
- Community room and social hall with pool table
- Sitting lounge
- On-site beauty shop
- On-site laundry facilities
- Craft room
- Accessible courtyard with grills

d. Northgate Terrace was constructed in 1969.

e. Northgate Terrace's footprint is 12,220 square feet. The building contains 171,080 square feet.

10. Document Ownership

All documents, data, studies and reports as instruments of service are KCDC's property. The selected Design Professional is responsible for any loss or damage to the documents herein enumerated while they are in their possession and any such document lost or damaged shall be restored at the Design Professional's expense. Full access to the work during the preparation of the plans shall be available to KCDC and other public agencies interested in this work.

11. Electronic Creation of Work Product

The successful Design Professional will make all work products and project information available to KCDC electronically.

12. Electronic Dissemination of Information

Firms will participate in KCDC's program to distribute all project information electronically. Copies of all project files will need to be released in electronic format.

13. Licenses and Professional Registration

- a. The selected Design Professional shall maintain all licenses necessary to conduct business in the State of Tennessee.
- b. Plans, specifications, and research reports shall be stamped and signed by an architect licensed by the State of Tennessee.

14. Specific Services Likely Needed

Specific services may include, but are not limited to, the following:

- a. Conceptual Design
- b. Site Design/Planning
- c. Rendering/Modeling
- d. Materials Research/Specifications
- e. Project Feasibility and Cost Estimating Studies
- f. Code Analysis
- g. Planning and Permitting Services
- h. Interior and Exterior Design
- i. Lighting Design

- j. Signage and Graphic Design
- k. Facilities Planning
- l. Engineering Evaluation
- m. ADA site and project review/plans

Submittal Structure Instructions

1. Number all pages consecutively and arrange them in the order shown on the following pages.
2. Place your company's name on each page.
3. Be thorough yet succinct in responding to this document. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
4. **Do not** use phrases such as "See the attached" or "Will be provided upon award."
5. KCDC will accept proposals that are 20 pages or less-not counting the pages required by KCDC for Solicitation Documents A, B and C. A page is one side of a piece of paper. Fonts used must not be smaller than 12.

This and the previous pages do not need to be returned

Solicitation Document A: General Information

Sign Your Name to the Right of the Arrow 

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” (www.kcdc.org) and that you are authorized to bind the firm or are submitting the response on behalf of and at the direction of the firms’ representative authorized to contractually bind the firm. I represent that the firm or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title 

Company Name 

Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

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"/>
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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 resulting award or the proposer's business.
2. No KCDC employee, officer or agent will participate in selection, or in the award or administration of an award if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the proposer selected for award.
3. KCDC's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from proposers, potential proposers, or parties to sub-agreements.
4. By submission of this form, the proposer is certifying that no conflicts of interest exist.

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. Proposer fully understands the attached offer, all pertinent circumstances respecting such offer and the proposer attests that the offer is genuine and is not a sham offer.

Accuracy of Electronic Copies

7. If the proposer provides electronic copies of the proposal to KCDC, the proposer certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

Non-Collusion

8. 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.
9. 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 firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

- 10. After this solicitation is issued, any contact initiated by any proposer or proposer with any owner’s representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 11. To ensure the integrity of the review and evaluation process, proposers or any firm representing them, may not lobby or advocate to owner’s staff or Board members. My signature signifies that no unauthorized advocacy occurred.

Non-Discrimination

- 12. KCDC does not discriminate on the grounds of race, color, creed, religion, sex, natural origin, age, sexual orientation or disability. Proposers concur with KCDC’s non-discrimination standard and extend it to any resulting award. Proposers will provide equal access to subcontractors (if needed) and award to them without respect to race, color, creed, religion, sex, natural origin, age, sexual orientation, or disability.

Iran Divestment Act

- 13. 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.

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

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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)

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 Background and Capabilities of the Design Professional Firm

Firms must provide the information requested below in enough detail for the evaluation to proceed.

1. Why should KCDC hire your firm?
2. Why is your firm uniquely qualified for this work?
3. The number of years the firm has been in business.
4. The range of services the firm provides.
5. A narrative description of the firm and its service offerings.
6. A narrative description of the firm’s experience with public housing and affordable housing.
7. A statement of understanding and approach to the work.
8. A narrative description of the firm’s experience with rehabilitation projects.
9. A listing and brief description of all legal actions (malpractice claims, bankruptcy, et cetera) for the past five years in which the firm has been a defendant in a lawsuit. Indicate the nature of the dispute and the outcome.

Solicitation Document E Assigned Staff Technical Competence and Qualifications

The firm shall provide the following information about the proposed Project Team.

1. The overall number of employees expected to be available for the project. Present the information in the format shown below:

Professional Service	Number of Personnel Available for the Project
Architect	
Engineer, Mechanical	
Engineer, Structural	
Draftsperson	
Clerk/Typists/Admin	
Other:	
Other:	

2. The professional qualifications and experience for each employee scheduled to perform work on this project for KCDC. Include information about their experience with work like this project and other pertinent aspects.
3. A one to three paragraph summary assessment of each proposed employee’s background and education. Include any major awards in this section.
4. A statement of the years of experience for each proposed employee:
 - a. Year of licensure (as applicable)
 - b. Years with this Design Professional (list titles and start dates)
 - c. Years in the industry (list titles, dates and firm)
5. A list of three major projects that each proposed employee has been involved in. Use this format:

Employee Name	
Name of Project One	Role the employee played
Name of Project Two	Role the employee played
Name of Project Three	Role the employee played

6. Current licenses applicable to the professional services the Design Professional intends to provide.

Solicitation Document F Delivery of Work Products

Include items such as, but not limited to, those below:

1. The Design Professional’s strategy to maintain project schedules and timely delivery of work products.
2. The Design Professional’s strategy for maintaining cost control on this project.
3. The Design Professional’s strategy for maintaining quality control on this project.
4. The Design Professional’s strategy for ensuring that all necessary items are included in the resulting specifications.
5. Other quality control information that the Design Professional desires to supply.
6. Any concerns, issues, or discussion topics that should be addressed during contract negotiations to ensure successful, timely, and cost-effective completion of the project.

Solicitation Document G References

References are to be indicative of your firm's experience and capabilities. Provide five references of projects as close as possible in nature to this one. Even if you have done multiple projects for an entity, that entity can only be one reference. Present information about each reference in this format:

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Contact person's email address	
Project Name	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Project	\$