

ADVERTISEMENT:
REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE HOUSING AUTHORITY OF THE CITY OF MCKINNEY, TEXAS

The Housing Authority of the City of McKinney, Texas ("**MHA**") is soliciting proposals (each, a "**Proposal**") from firms (each, a "**Respondent**") interested in providing construction management services on behalf of MHA. If Respondent has demonstrated experience in providing construction management services and is interested in making its construction management services available to MHA, Respondent is requested to respond to this Request for Proposals (this "**RFP**"). The requirements and information needed to complete the Proposal are set forth below.

SOLICITATION TYPE: Request for Proposal (RFP)

DESCRIPTION: Construction Management Services

ISSUE DATE: December 7, 2017

PROPOSAL DUE DATE AND TIME: January 4, 2018 at Noon, Central Standard Time

PROPOSAL SUBMISSION PLACE:

Housing Authority of the City of McKinney, Texas
1200 N. Tennessee St.
McKinney, TX 75069
Attention: Roslyn Miller, Executive Director

NOTE: One (1) original and four (4) copies of the Proposal must be received no later than Noon, Central Standard Time on January 4, 2018.

Any inquiries pertaining to this RFP must be received in writing and directed and addressed to Housing Authority of the City of McKinney, Texas, Proposal for Construction Management Services, 1200 N. Tennessee St., McKinney, TX 75069, Attention: Roslyn Miller, Executive Director, or by email to rmiller@mckinneyha.org, no later than December 14, 2017 at Noon, Central Standard Time. Copies of all inquiries and MHA's responses will be sent to all Respondents who received a copy of this RFP from MHA no later than five days prior to the Proposal submission date. Proposals are held in confidence and not releasable until after contract award. **Copies of any written addenda to this RFP will be provided to all Respondents who receive a copy of this RFP from MHA no later than five days prior to the Proposal submission date and all such addenda shall become part of this RFP.**

Proposals should be prepared in accordance with the Section "Preparation of Proposal" in the RFP.

Copies of the RFP, including Scope of Services, conditions and requirements, may be obtained from MHA at the address listed above.

Persons requiring special accommodations should immediately contact MHA at (972) 542-5641 Ext 102 or TDD number via the Dial the Relay Texas TTY number - 1- 800 - RELAY TX (735-2989).

MHA reserves the right to accept or reject any or all proposals, or any part of any proposals, and to waive any informalities or irregularities.

MHA, in accordance with Executive Orders 11625 and 12138, encourages minority-owned and women-owned business enterprises to respond to this RFP.

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES**

HOUSING AUTHORITY OF THE CITY OF MCKINNEY, TEXAS

ALL RESPONSES SHALL BE ADDRESSED AND RETURNED TO:

**Housing Authority of the City of McKinney, Texas
Proposal for Construction Management Services
1200 N. Tennessee St., McKinney, TX 75069
Attention: Roslyn Miller, Executive Director**

RESPONSES MUST BE RECEIVED NO LATER THAN NOON, CST ON January 4, 2018

DATE OF ISSUE: December 7, 2017

TABLE OF CONTENTS

	<u>Page</u>
1. BACKGROUND, SUMMARY OF RAD2 REDEVELOPMENT PROJECT AND OBJECTIVES.....	5
2. SCOPE OF RESPONDENT'S RESPONSIBILITIES AND MINIMUM QUALIFICATIONS	5
3. SCOPE OF RESPONDENT'S SERVICES.....	6
4. TERM OF SERVICE	10
5. PREPARATION OF PROPOSAL.....	10
6. EVALUATION CRITERIA.....	11
7. GENERAL INSTRUCTIONS	13
8. FEES.....	14
9. MBE/WBE/SECTION 3 PARTICIPATION	14
10. REJECTION OF PROPOSALS	14

1. BACKGROUND, SUMMARY OF RAD2 REDEVELOPMENT PROJECT AND OBJECTIVES

This RFP for construction management services is being issued by the Housing Authority of the City of McKinney, Texas ("**MHA**") with respect to its existing public housing site located in the City of McKinney, Texas known as Merritt Homes ("**Merritt Homes**"). MHA has received an award of 9% low-income housing tax credits ("**LIHTC**") from Texas Department of Housing and Community Affairs ("**TDHCA**") to revitalize Merritt Homes. MHA has also received a commitment from the U.S. Department of Housing and Urban Development ("**HUD**") to convert the 86 existing public housing units at Merritt Homes to project-based assistance pursuant to the Rental Assistance Demonstration ("**RAD**") program. The RAD program allows MHA to convert public housing units to project-based rental assistance ("**PBRA**") housing units. The RAD program preserves and improves these properties by enabling MHA to access private debt and equity to address immediate and long-term capital needs. This ensures units will remain permanently affordable to low-income households. Additionally, by converting to a PBRA platform, residents will have more housing choices with the option to select housing elsewhere. The redeveloped Merritt Homes project will have 136 LIHTC units, up to 86 of which will be PBRA RAD units.

MHA has partnered with Carleton Construction, Ltd. (the "**Developer Partner**") for the development of Merritt Homes. The selected firm will either contract directly with MHA or, at MHA's option, may contract with Merritt McGowan Manor, LP, an affiliate of MHA (the "**Owner**"), that will ground lease the Merritt Homes property from MHA at the financial closing for the revitalization of Merritt Homes. While the Developer Partner currently intends to utilize a related entity as the contractor or master subcontractor for the revitalization of Merritt Homes (the "**GC**"), MHA is seeking Owner representation construction management services for the construction and pre-construction period to address control of construction time, cost, work scope and quality, and coordination of MHA and Owner responsibilities for payroll review and certification. MHA anticipates that the Respondent will be required to devote such time and effort as is necessary to assist in monitoring construction of Merritt Homes for MHA. In general, the Respondent will review the plans and specifications, observe construction methodology, quality of materials, level of work force, and possible schedule interruptions or cost overruns and communicate the same to MHA. The Respondent will represent MHA's interest and work directly with the project manager, the GC, architect, engineer, and others on a day-to-day basis as necessary.

MHA's central office is currently located at the Merritt Homes site. As part of the Merritt Homes revitalization, MHA intends to revitalize an existing site located in the City of McKinney, Texas for use as MHA's new central office (the "**New Office**"). The Respondent may also be requested to assist MHA with the renovations at the New Office site as part of the Merritt Homes revitalization and the scope of services covered by this RFP.

2. SCOPE OF RESPONDENT'S RESPONSIBILITIES AND MINIMUM QUALIFICATIONS

MHA desires to retain a firm to provide construction management services to MHA and the Owner in connection with Merritt Homes. Specifically, the Respondent's duties and responsibilities include, without limitation, the following:

2.1. Perform services consistent with skill ordinarily provided by construction managers practicing under similar circumstances.

2.2. Not to engage in activity, or accept employment, interest or contribution that would reasonably appear to compromise the Respondent's judgment with respect to Merritt Homes.

2.3. Maintain insurance for the duration of the pre-construction and construction period to include, at the very least:

2.3.1. Comprehensive General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

2.3.2. Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than \$500,000 combined single limit and aggregate for bodily injury and property damage.

2.3.3. Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than the limits.

2.3.4. Professional Liability covering Construction Manager's negligent acts, errors and omissions in performance of services with policy limits of not less than \$1,000,000 per claim and in the aggregate.

2.3.5. Owner certificates of insurance, will be provided to the Owner, showing compliance, and the Owner as additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

2.4. All individuals assigned to MHA's work must have a degree or certificate from an accredited university in construction management or an equivalent level of experience in construction management. Certified Construction Managers are preferred but not required.

2.5. Demonstrated familiarity with affordable housing construction.

2.6. The successful Respondent will be responsible for performing outreach to and utilizing as much as possible the services of qualified minority-owned business enterprises ("MBE") and women-owned business enterprises ("WBE"), as well as performing outreach to qualified residents and resident-owned businesses in accordance with Section 3 of the U.S. Housing and Community Development Act of 1968. The Respondent must describe how outreach to MBE/WBE/Section 3 interests will be performed and how outreach to such interests will be tracked. Specifically, MHA expects the Respondent to provide job and/or industry training opportunities to Merritt Homes residents for an amount not to exceed 10% of the annual contract fee.

3. SCOPE OF RESPONDENT'S SERVICES

The Respondent's scope of services include, without limitation, the following:

PRECONSTRUCTION PHASE SERVICES

3.1. Prepare and periodically update a Project Schedule ("**Project Schedule**") and a Construction Management Plan ("**Construction Management Plan**") for the Architect's and GC's review and Owner's acceptance. The Construction Management Plan and Project Schedule will coordinate and integrate responsibilities of the Construction Manager, the GC, Architect, other Owner consultants, and highlight items that could affect the timely completion of Merritt Homes.

3.2. Coordinate with the Owner's selected resident relocation consultant, the Owner and MHA on the preparation of a Resident Relocation Plan ("**Resident Relocation Plan**"), coordinated with the Owner's desires and Project Schedule, in accordance with TDHCA and HUD RAD guidelines.

3.3. Advise the Owner and Architect if it appears that the cost of the work may exceed the Owner's budget and make recommendations for corrective action.

3.4. Provide recommendations and information to the Owner regarding the GC's safety programs.

3.5. Update the Project Schedule including phasing of construction, start and end date for work items, ordering and delivery of products, Relocation and occupancy requirements of the Owner.

3.6. Assist Owner in obtaining information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3 requirements, and Davis Bacon Wage Rate compliance.

3.7. Provide administration of the contract(s) for construction in cooperation with the Architect.

3.8. Include in the Project Schedule the Resident Relocation Plan and unit occupancy requirements showing portions of the Project having occupancy priority.

3.9. Review the design, contractor estimating and scheduling work completed to date (related to both infrastructure and buildings) and provide an assessment of:

3.9.1. The scope and adequacy of studies provided (survey, geotechnical, environmental, utility, etc.);

3.9.2. Whether governmental and site-related requirements are being adequately addressed; and

3.9.3. Whether the current Project Schedule (both pre-construction and construction) is realistic, and where it can be compressed.

3.10. Attend design meetings as needed and assist in development of project plans (buildings, infrastructure and open spaces) and specifications and make recommendations for modifications of plans and specifications that will enhance the design, constructability, value, and cost/time efficiency of Merritt Homes.

3.11. Review and advise on the life cycle cost of proposed materials or methods with regard to initial cost, maintenance cost, durability, and replacement cost.

3.12. Review the design and contract documents for accuracy, completeness, consistency, constructability, and compliance with Merritt Homes programs and codes.

3.13. Analyze the GC's schedule for construction and advise on completeness and coordination with the Project Schedule.

3.14. Analyze the GC's cost estimates for completeness and accuracy, and participate in value engineering.

3.15. Analyze and prepare recommendations regarding subcontractor bids, coverage, pricing, and coordination.

3.16. Perform a review of all contract documents, including but not limited to drawings, specifications, addenda, and bid documents, to ensure a complete understanding prior to the start of construction, and as required to efficiently perform the tasks described in this scope.

3.17. Monitor design team responses and assess associated costs for permit processing.

CONSTRUCTION PHASE SERVICES

(Commences with the award of the initial contract for construction and terminates on the date the Architect issues the final Certificate for Payment.)

3.18. Update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, the Respondent will recommend corrective action, if any, to the Owner, MHA and the Architect.

3.19. Conduct bi-weekly meetings with MHA staff and others, updating the progress of the rehabilitation work. Prepare and promptly distribute meeting minutes to the Owner, MHA, Architect and the GC.

3.20. Strive to obtain satisfactory performance from GC, and recommend courses of action to the Owner and MHA when requirements of a contract are not being fulfilled.

3.21. Monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner, MHA and Architect as to variances between actual and budgeted costs.

3.22. Develop cash flow reports and forecasts for Merritt Homes.

3.23. Maintain records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.

3.24. Review and certify the amounts due the respective GC and subcontractors monthly, as follows:

3.24.1. Determine payment due and forward the summary of contractors' applications for payment and project application and certificate for payment to the Architect and the Owner. Certification for payment will constitute a representation to the Owner, based on the Respondent's evaluations of the work and on the data comprising the contractors' applications for payment, that, to the best of the Respondent's knowledge, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. Ensure applications for payment include information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3 requirements, and Davis Bacon Wage Rate compliance.

3.24.2. Determine in general that the work of each contractor is being performed in accordance with the requirements of the contract documents and notify the Owner,

MHA, GC and Architect of defects and deficiencies in the work. The Respondent will have the authority, in consultation with MHA and the Owner, to reject work that does not conform to contract documents and will notify the Architect about the rejection. The Respondent will record any rejection of Work in its log and include information regarding the rejected Work in its progress reports to the Architect and Owner. Upon written authorization from the Owner, the Respondent may require and make arrangements for additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed, and the Respondent will give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present.

3.25. Review requests for changes, assist in negotiating GC and subcontractor proposals, and submit recommendations to the Architect, MHA and Owner for change directives.

3.26. Assist MHA and the Owner in the review, evaluation and documentation of any claims made by GC and subcontractors.

3.27. Utilizing the submittal schedules provided by the GC and any subcontractor, the Respondent will prepare, and revise as necessary, a project submittal schedule ("**Project Submittal Schedule**") incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in Merritt Homes under the management of the Respondent. The Project Submittal Schedule and any revisions shall be submitted to the Architect for approval. The Respondent will review all shop drawings, product data, samples and other submittals from the GC and any subcontractor for compliance with the submittal requirements of the contract(s) for construction, coordinate submittals with information contained in related documents, and transmit to the Architect, MHA and the Owner those that the Respondent recommends for approval.

3.28. Record the progress of the Merritt Homes revitalization and on a monthly basis submit written progress reports to the Owner, MHA and Architect, showing percentages of completion.

3.29. Utilizing documents provided by the GC, the Respondent will maintain at the site one copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes and selections made during construction and, in addition, approved shop drawings, product data, samples and similar required submittals. The Respondent will maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Respondent shall make all such records available to the Architect and the GC, and upon completion of the Merritt Homes revitalization, deliver them to MHA and the Owner.

3.30. With the Architect and the Owner's inspectors and maintenance personnel, the Respondent will observe the GC's final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the contract documents may require.

3.31. When the Respondent considers the GC's work is substantially complete, the Respondent will, jointly with the GC, prepare for the Architect, MHA and the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Respondent will assist the Architect in conducting inspections to determine whether the work is substantially complete.

3.32. When the work is substantially complete, the Respondent will confirm the completeness of the project and make a written recommendation to the Architect who will prepare and execute a Certificate of Substantial Completion (the "**Completion Certificate**"). The Respondent will submit the executed Completion Certificate to the Owner, MHA and GC. The Respondent will coordinate the correction and completion of the Work. Following issuance of a Completion Certificate or a designated portion thereof, the Respondent will evaluate the completion of the work of GC and make a written recommendation to the Architect, MHA and the Owner when work is ready for final inspection. The Respondent will assist the Architect in conducting final punch list inspections.

3.33. Forward to the Owner the following information received from the GC: (i) certificates of insurance; (ii) consent of surety, if any, to reduction in or partial release of retainage or the making of final payment; (iii) releases and waivers of liens or bonds indemnifying the Owner against liens; and (iv) any other documentation required of the GC under the contract documents, including warranties and similar submittals.

3.34. The Respondent will have authority to act on behalf of the Owner only to the extent provided in a final agreement for construction management services to be negotiated upon the selection of a successful Respondent. The Respondent will not have control over or responsibility for construction methods or safety programs in connection with the work of the GC. The Respondent will not be responsible for the GC's failure to perform in accordance with contract documents. The Respondent will be responsible for the Respondent's negligent acts or omissions, but will not be responsible for acts or omissions of any other persons or entities performing portions of the work.

3.35. Coordinate resident relocation in accordance with the Resident Relocation Plan and MHA's selected relocation consultant.

3.36. Assist, review and advise on completion and issuance of as-built surveys and warranties.

4. TERM OF SERVICE

The term of the successful Respondent's service will be one (1) year from the effective date of a final agreement for construction management services, and two (2) options to renew for terms of one (1) year each, if approved by MHA.

5. PREPARATION OF PROPOSAL

Proposals from interested Respondents must include and/or clearly demonstrate:

5.1. A cover letter indicating the capability to perform the desired services.

5.2. Experience in construction management of projects of similar scope and complexity. Provide the names, qualifications, and resumes of specific Individuals directly providing the services under this RFP, and resumes for support staff.

5.3. List any public housing authorities for which your firm has performed services. List any significant accomplishments or contributions worth noting your firm made to assist such public housing authority in monitoring construction. Provide client name and telephone number and indicate the nature and length of relationship with the entity.

5.4. Describe your proposed methodology and milestones for accomplishing the proposed services.

5.5. Provide a list of the types and amounts/limits of insurance Respondent maintains, including proof of current certificate of Professional Liability Insurance Policy in the amount of at least \$1,000,000.00.

5.6. Indicate your availability and degree of accessibility to MHA. Indicate whether there are any current or pending obstacles including, but not limited to, any legal action or litigation against persons assigned to this account or against your firm which, if successful, could adversely affect Respondent's ability to perform construction management services for MHA in a timely, efficient and high quality fashion.

5.7. If not addressed in Section 5.3 above, provide three references with whom you have worked and the relevance of the reference to MHA.

5.8. Provide a list of professional organization/associations in which the Respondent is an active member and of potential benefit to MHA.

5.9. Indicate why Respondent would be the best choice for the provision of construction management services to MHA.

5.10. Signed copies of the Fee Proposal attached as Exhibit A, the Certifications and Representations of Offerors, Non-Construction Contract form attached as Exhibit B, and the Certification of Respondent Regarding Debarment, Suspension and Other Responsibility Matters attached as Exhibit F.

5.11. Provide an MBE/WBE/Section 3 participation plan which provides a detailed narrative on how the Respondent will assist MHA and the Owner to comply with HUD's Section 3 requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses and, at a minimum, demonstrates "Best Efforts" will be or have been taken to achieve compliance with MBE/WBE/Section 3 goals. Specifically, the Respondent should provide a strategy for how it will offer job and/or industry training to Merritt Homes residents for an amount not to exceed 10% of the annual contract fee.

6. EVALUATION CRITERIA

MHA will award a contract to the firm with the most responsive proposal, which best meets the needs of MHA. Proposals will be reviewed for compliance with submission requirements. Responsive proposals will be evaluated by an Evaluation Committee selected by MHA to review the Proposals in accordance with the Evaluation Criteria set forth below. The Evaluation Committee will recommend a short list of Respondents. At MHA's discretion, interviews may be conducted with offerors who submit responsive and responsible offers. MHA desires to engage the best qualified Respondent that, in MHA's sole opinion, will best be able to provide the construction management services as described in this RFP. Final selection is subject to the approval of MHA's Board of Commissioners. As such, MHA reserves the right to reject any and all Proposals.

Each representative on the Evaluation Committee will evaluate each Proposal and will determine which Proposal fulfills the Evaluation Criteria in a way that best serves the overall interest of MHA. Materials or explanations should be included in each Proposal to allow the following Evaluation Criteria to be considered according to the following point system.

Points Available	Criteria	Description of Criteria
40 points	Experience of Respondent	The degree to which the firm demonstrates successful experience in construction management of projects of comparable size and complexity; Familiarity with TDHCA LIHTC projects in Texas and RAD program requirements; and Experience with public housing authorities is preferred.
20 points	Capacity of Respondent and Respondent's Team	Cohesion of the team, as demonstrated by experience working together; Degree to which members of team demonstrate successful experience in their respective disciplines as required for the construction management of projects of comparable size and complexity; Degree of team's familiarity and experience with Federal, state or local rules, practices, conditions or personnel that are important to the effective accomplishment of the project; Availability of Respondent's key personnel; and Ability of Respondent to provide construction management services in a timely and efficient manner.
20 points	References	Strength and desirability of information solicited from Respondent's references.
20 points	Fees	The Respondent's fees and the reasonableness of reimbursable expenses set forth on <u>Exhibit A</u> .
100 points total		

Points Available	Criteria	Description of Criteria
5 points (possible bonus)	MBE/WBE/Section 3	If a Respondent qualifies as a minority-owned business enterprise or a woman-owned business enterprise or as a Section 3 concern as defined in MHA's MBE/WBE/Section 3 Policy attached as <u>Exhibit C</u> , up to 5 additional points will be awarded.

7. GENERAL INSTRUCTIONS

Acceptance of Proposals

Proposals must be signed, sealed and received in completed form at the **Housing Authority of the City of McKinney, 1200 N. Tennessee Street, McKinney, TX 75069, Attention: Roslyn Miller, Executive Director**, no later than Noon, Central Standard Time on January 4, 2018, the Proposal submission time and date. Submit one (1) original and four (4) copies of the Proposal. Unsealed Proposals will not be accepted. Proposals submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the Respondent.

Time for Receiving Proposals

Proposals received prior to the due date and time will be kept unopened. No Proposal received thereafter will be considered. Proposals are not publicly read or opened and, once submitted, Proposals become the property of MHA.

Withdrawal of Proposal

Proposals may be withdrawn on signed written or telegraphic (faxes) requests dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt, provided that written confirmation of any telegraphic withdrawal over the signature of the Respondent is placed in the mail and postmarked prior to the time set for Proposal opening. Negligence on the part of the Respondent in preparing its Proposal confers no right of withdrawal or modification of its Proposal after the due date and time.

Award of Contract

MHA will award a contract according to the Evaluation Criteria contained herein, provided the Proposal is in the best interest of MHA. The Respondent to whom an award is made will be notified at the earliest practicable date. No award may be made to a Respondent who is on the list of firms ineligible to receive awards from MHA or the United States, as furnished from time to time by HUD. The successful Respondent must provide proof of good standing prior to the award of a contract.

Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each proposal will become the property of MHA unless otherwise indicated by the Respondent at the time of submission.

MHA is not liable for any costs incurred by any Respondent prior to the effective date of the final negotiated agreement for construction management services.

Confidential Material

Any materials submitted by Respondent that are to be considered as confidential must be clearly marked as such.

HUD-Required Attachments

HUD-required instructions and information for Respondents on responding to this RFP are attached as Exhibits D and E.

Conflicts of Interest

The Respondent will ensure that it and persons working on its behalf do not undertake any contract or other relationships that places the Respondent in an actual or potential conflict of interest position with any other entity. MHA requires the Respondent to disclose any conflict in writing to MHA. MHA's consent and waiver to a conflict must be obtained in writing.

8. FEES

All fees for the construction management services shall be submitted on the attached Exhibit A.

9. MBE/WBE/SECTION 3 PARTICIPATION

MHA's goal is to ensure Section 3, MBE and WBE participation to the greatest extent possible in all contracts. Minority-owned and women-owned business enterprises are encouraged to respond to this RFP. Respondents should refer to the attached Exhibit C for more information on MHA's MBE/WBE/Section 3 policy for procurement, including required contract provisions.

10. REJECTION OF PROPOSALS

MHA reserves the right to accept or reject any or all Proposals without addressing a reason for such rejection. MHA reserves the right to issue addenda, take exception to these RFP specifications or to waive any formalities without addressing a reason for doing so. The Respondent may be excluded from further consideration for failure to fully comply with the requirements of this RFP.

FEE PROPOSAL

IF HOURLY RATES:

Each Principal, Partner, Lead or Senior-level Construction Manager: \$ _____

Each Associate or Junior-level Construction Manager: \$ _____

Each Support Staff Member: \$ _____

Other: _____ \$ _____

IF ALTERNATIVE OR FIXED-RATE:

Quote a fixed rate amount: \$ _____

List any discounts or reimbursements offered, including for prompt payment: _____

REIMBURSABLE EXPENSES:

Travel:	\$ _____	How will you bill for travel time to/from MHA's office? <input type="checkbox"/> No Charge <input type="checkbox"/> Construction Manager's Hourly Billing Rate <input type="checkbox"/> ½ Construction Manager's Hourly Billing Rate <input type="checkbox"/> Other. Explain: _____ _____ _____ _____
Photocopying:	\$ _____ / copy	
Research:	\$ _____	
Long Distance Telephone:	\$ _____	
Faxes:	\$ _____	
Postage:	\$ _____	
Overnight Delivery:	\$ _____	
Mileage:	\$ _____ / mile	
Word Processing:	\$ _____	
Other: _____	\$ _____	_____

Name of Firm: _____

Title: _____

Signature: _____

Date: _____, 201_

FAILURE TO SIGN THIS EXHIBIT WILL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS,
NON-CONSTRUCTION CONTRACT**

(See Attached)

MBE/WBE/SECTION 3 POLICY

(See Attached)

INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION

(See Attached)

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

(See Attached)

**CERTIFICATION OF RESPONDENT REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I, _____, hereby certify on behalf of _____
(insert name of Respondent) and its key principals that we:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal, state or local department or agency; and
2. Have not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
4. Have not within a three year period preceding this bid, had one or more public transactions (federal, state or local) terminated for cause of default.

Signature of Key Principal of Respondent