**REQUEST FOR PROPOSAL**

#### For

**Construction Manager Services**

#### For

**Trenton Housing Authority**

**128 Burnett Drive**

**Trenton, TN 38382**

#### RFP#: TN025-2401

Prepared by:

**Department of Procurement**

of

The Trenton Housing Authority

Doug Lockard, Executive Director

128 Burnett Drive

Trenton, TN 38382

731-855-1231

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**INVITATION:**

You are receiving this invitation because the **Trenton Housing Authority** (hereinafter referred to as “Agency”) has identified you as a potential interested party in the enclosed Request for Proposal (RFP). The Trenton Housing Authority intends to select a qualified general contractor to provide the construction management expertise necessary to complete a large-scale rehabilitation project of affordable, low-income housing. Scope of services will include, but may not be limited to, pre-design budgeting, value engineering, complete management of the entire construction project, and construction project closeout.

**PROJECT DESCRIPTION:**

Trenton Housing Authority has planned to convert its entire portfolio of 210 public housing dwelling units, within 5 different developments, to HUD’s Section 8 Multi-Family platform through HUD’s Rental Assistance Demonstration (RAD) program. The redevelopment will provide a mix of one, two, three, four, and five-bedroom single story dwelling units with appropriate design considerations for low-income households and amenities.

The project scope of work will include a comprehensive rehabilitation of 32 dwelling units in the Booker Holmes development, and various site improvements in all 5 developments. Included in the scope of work will be all non-critical needs identified within the Capital Needs Assessment.

This project is expected to be fully funded by the Trenton Housing Authority’s Capital Fund Program and its Operating Reserves provided to the agency by the Department of Housing and Urban Development (HUD).

A preliminary construction budget for the project is expected to be in the range of $1,500,000.00-2,000,000.00 including all trades, landscaping, site improvements and general requirements, contractor overhead and profit. Please know that this estimate is subject to change. The respondent’s proposal will include its desired percentage mark-ups as part of the scoring criteria. The proposal should include a percentage (%) amount for construction management of the above-mentioned project and its proposed pre-construction fee structure.

**BACKGROUND/SCOPE OF SERVICES:**

The Trenton Housing Authority is seeking a partner for the Project that will act as a Construction Manager (“CM”) firm for the construction of the Project who will assume the risk of construction of the rehabilitation and/or redevelopment at the contracted price as a general contractor and provides consultation to the Agency regarding construction during and after the design of the facility.

The Agency is looking for responses from experienced general contractors who can demonstrate that they possess the qualifications, expertise, financial resources, and management capability to provide construction management services for the Project. The Agency has already engaged The Architecture Collaborative (TAC) as the A&E design professional who will work with the selected CM.

The Agency shall require that the Construction Manager publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major scopes of work that provides the best value for the Agency on the Project. The Construction Manager may seek to perform portions of the work itself if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the Agency determines that the Construction Manager’s bid proposal provides the best value for the Agency. The Agency’s determination in such matters is final.

The selected Construction Manager and the Agency shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. If the Construction Manager reviews, evaluates, and recommends a bid or proposal from a trade contractor or subcontractor, but the Agency requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the Agency shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the Agency ’s satisfaction and as required by the Contract, that the Construction Manager may incur because of the Agency’s requirement that another trade contractor or subcontractor bid or proposal be accepted.

**QUALIFICATIONS AND EVALUATION CRITERIA:**

The Agency intends to select a responding party that demonstrates it has the professional qualifications and expertise to deliver the requested services in a timely manner, and construct and complete the Project as required under a mutually agreed upon set of contract terms.

The PHA shall make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to PHA (i.e., that which represents the best value to PHA), cost and price, and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection process. The cost or price factor will be weighted as outlined below and is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

The PHA may award a contract to other than the lowest price offer. In the event that two or more offerors are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the PHA.

The evaluation shall be based on the evaluation factors outlined in the RFP. Proposals will be compared on an individual basis, separately, against the requirements stated in the RFP, not analyzed in comparison with each other.

After the evaluation process a competitive range will be established by the selection committee. Offerors whose proposals are unacceptable will be notified in writing with the appropriate rationale for such action; such offerors are excluded from the remainder of the procurement. A proposal may be unacceptable on technical grounds if the pricing is clearly excessive compared to other acceptable offers or if the offeror is non-responsive.

**The Evaluation Factors are defined as follows**:

* **Experience:** Successful experience (for a minimum of the last 7 years) that reflects the capability to perform the required services in projects of comparable size, budget, and complexity in urban areas. Should demonstrate comprehensiveness and breadth of skill as evidenced in organizational structure, resumes of key personnel and proposed line of authority. **(20 points)**
* **Strategy for Success:** Demonstrate the respondent’s strategy for a successful project of this nature and how it will positively impact the design/pre-construction phase, sub-contractor bidding, adherence to budgets and schedules, and successful completion of the project. Strategy should include programs, processes, software, etc. the respondent plans to utilize for the betterment of the project. **(20 points)**
* **Financial Stability:** As evidenced by financial statements, a recent audit, and bank references. **(20 points)**
* **Fees and Hourly Rates:** Provide respondent’s proposed fee structure for construction management (profit, overhead, and general conditions). Fee % will be paid on direct cost of construction. When stating CM fee percentage, include a breakdown of what the respondent considers direct cost of construction and what will be included in fee. Note: this fee will be evaluated on how it benefits the team/project as a whole and not strictly by lowest %. **(20 points)**
* **Pre-construction services:** Provide a fee structure to provide pre-construction services. Include respondent’s concept of “pre-construction services” provided in past industry projects and how the results of those services contributed to the success of the projects. Demonstrate the responding party’s methods for in-house estimating construction costs during the design/documentation phase that best describe its ability to control budgets and avoid cost increases in today’s marketplace **(10 points)**
* **HUD Program Experience:** Demonstrate respondent’s experience working with HUD’s various capital improvement programs including, but not limited to, Capital Fund Program (CFP), Rental Assistance Demonstration (RAD), and its requirements as it relates to capital improvements to public housing and/or transitioning to multi-family affordable housing (Section 8). **(10 points)**

Interested parties are encouraged to identify and clearly label in their response how each criterion is being fully addressed. Each respondent is encouraged to provide ample documentation it deems necessary to support its claims within the response. Respondents shall keep the response concise and well organized to be easily correlated to the evaluation criteria above. Additionally, the agency asks that the responses minimize repetitiveness. Evaluation of responses to this solicitation will be based only on the information provided in the response, and if applicable, additional requests for information, interviews, and reference responses. The Agency reserves the right to request additional information or documentation from the responding party and/or request an in-person interview as part of a second round of evaluation regarding its response to complete the selection process.

**RESPONSE:**

An interested party may demonstrate its professional qualifications and ability to perform these services by submitting one electronic copy via email (see email address below) or Dropbox link. It is highly recommended that the respondent request confirmation of delivery of any electronic submissions.

**The response shall be due at the Agency’s main office on January 22, 2024, no later than 2:00 p.m. Central Time. There will be no late responses accepted.**

**Trenton Housing Authority’s Point of Contact:**

Dour Lockard, Executive Director

**Phone:** (731) 855-1231

**E-mail:** doug@trentonhousing.org

**Mailing Address:**

 Trenton Housing Authority

 128 Burnett Drive

 Trenton, TN 38382

It is anticipated that the selection will be made and approved by the Board of Commissioners by mid-February.

An interested party may inquire or question any portions of the RFP or any part of the information contained therein, by submitting, in writing to Doug Lockard by email, no later than 7 days prior to the proposal submission deadline, with a complete and specific explanation as to what the responding party is requiring for clarification.

Respondents shall complete and provide, within its proposal, all forms provided within this request for proposal. (Fee schedule and Exhibit C: Company Profile, biography, and certification.)

It will be the responsibility of the respondent to submit their proposal in a concise manner, presentable to the agency’s board of directors for evaluation. It is solely the responsibility of the respondent to ensure the submittal is legible, easy to follow and non-repetitive.

**CONSTRUCTION MANAGEMENT FEES AND PRECONSTRUCTION FEE WORKSHEET.**

An Interested party is asked to provide the following information regarding fees:

1. The NOT-TO-EXCEED GENERAL CONDITIONS, OVERHEAD AND PROFIT COSTS: The responding party shall identify a General Conditions not-to-exceed percentage and amount as defined by Uniform General Conditions for the project.

|  |  |
| --- | --- |
| Item | Percentage Fee |
| Respondent’s General Conditions Percentage  | % |
| Respondent’s Overhead Percentage  | % |
| Respondent’s Profit Percentage | % |

2. Based on an estimated Total Hard Cost of $2M for the project, the responding party shall identify the estimated costs of all bonds and insurance for the Project as listed below:

|  |  |
| --- | --- |
| Item | Fee |
| Payment and Performance Bonds subtotal | $ |
| Insurance subtotal | $ |

\*Estimated On-Site Project Management Staff and Rates: (To be applied to potential pre-construction services and/or amended scope of work as applicable)

|  |  |
| --- | --- |
| Position | Hourly Rate |
| Project Executive | $ |
| Project Manager | $ |
| Superintendent | $ |
| Assistant Superintendent | $ |
| Project Engineer | $ |
| Field Office Engineer  | $ |
| Field Office Support Staff | $ |
| Estimator | $ |
| CPM Scheduler | $ |
| Safety Coordinator/Assistant | $ |

\* The construction of this Project is subject to Davis-Bacon Wage rates which are included as an attachment to this RFP.

**REQUIREMENTS AND CONTRACT TERMS:**

The Agency intends to issue an initial set of contractual terms for review by one or more of the responding parties and to negotiate such terms as it deems to be in its best interest. The Agency reserves the right, without liability, to:

* To reject any or all responses, or to terminate the RFP process at any time if deemed to be in its best interests.
* Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents, within any attachment or drawing, or within any addenda issued.
* To ask respondents for additional documentation and/or to participate in an in-person interview
* To advertise for new proposals or to proceed to do the work otherwise if responses are rejected.
* Negotiate the contractual terms and fees proposed by the responding parties. If such negotiations are not, in the opinion of the Agency successfully concluded within a reasonable timeframe, the Agency shall retain the right to end such negotiations.
* Cancel the award of this project at any time before the execution of the contract documents by all parties.

**DAVIS BACON ACT**

All prime construction contracts in excess of $2,000 awarded for this Project must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, the selected contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in Attachment B. The selected contractor will be asked to place a copy of Attachment B wage determination in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

**INSURANCE REQUIREMENTS**

Upon selected, the responding party will be expected to provide insurance for the project in no less than the coverage amounts attached to this RFP as Attachment A.

**Attachment A**

 **INSURANCE REQUIREMENTS**

The CM is required to have in place during the term of the contract thefollowing minimum insurance requirements. The CM will be required to provide an original Certificate of Insurance to the Trenton Housing Authority (THA) within 10 days of contract signature:

|  |  |
| --- | --- |
| **Professional Liability** | **Required Limits** |
| THA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to THA such as appraisers, inspectors, attorneys, engineers or consultants. | $1,000,000 |
| **Business Automobile Liability** | **Required Limits** |
| THA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle(s) to do work on THA properties. | $500,000 combined Single limit, Per occurrence |
| **Workers Compensation and Employer’s Liability** | **Required Limits** |
| Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is $500,000. Workers’ Compensation is required for any vendor made up of more than two persons. ***A Waiver of Subrogation in favor of THA must be included in the Workers’ Compensation policy.***THA and its affiliates must be a Certificate Holder. | **Statutory**Employer’s Liability is $500,000 |
| **Commercial General Liability** | **Required Limits** |
| This is required for any vendor who will be doing hands on work at THA properties. THA and its affiliates must be named as an Additional Insured and as the Certificate Holder. | $1,000,000 per accident$2,000,000 aggregate |
| **BUILDER’S RISK** |  |
| The Contractor shall obtain at its expense and maintain throughout the duration of the Project(s), All Risk Builder's Risk Insurance. THA and its affiliates must be Certificate Holders and Additional Insureds. | Sufficient to cover the final negotiated cost of the project. |

**ATTACHMENT B**

**DAVIS BACON WAGE DECISIONS**

**"General Decision Number: TN20230012 01/06/2023**

**Superseded General Decision Number: TN20220012**

**State: Tennessee**

**Construction Type: Residential**

**Counties: Decatur, Dyer, Gibson, Henderson and Henry Counties**

**in Tennessee.**

**RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family**

**homes and apartments up to and including 4 stories).**

**Note: Contracts subject to the Davis-Bacon Act are generally**

**required to pay at least the applicable minimum wage rate**

**required under Executive Order 14026 or Executive Order 13658.**

**Please note that these Executive Orders apply to covered**

**contracts entered into by the federal government that are**

**subject to the Davis-Bacon Act itself, but do not apply to**

**contracts subject only to the Davis-Bacon Related Acts,**

**including those set forth at 29 CFR 5.1(a)(2)-(60).**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**|If the contract is entered |. Executive Order 14026 |**

**|into on or after January 30, | generally applies to the |**

**|2022, or the contract is | contract. |**

**|renewed or extended (e.g., an |. The contractor must pay |**

**|option is exercised) on or | all covered workers at |**

**|after January 30, 2022: | least $16.20 per hour (or |**

**| | the applicable wage rate |**

**| | listed on this wage |**

**| | determination, if it is |**

**| | higher) for all hours |**

**| | spent performing on the |**

**| | contract in 2023. |**

**|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|**

**|If the contract was awarded on|. Executive Order 13658 |**

**|or between January 1, 2015 and| generally applies to the |**

**|January 29, 2022, and the | contract. |**

**|contract is not renewed or |. The contractor must pay all|**

**|extended on or after January | covered workers at least |**

**|30, 2022: | $12.15 per hour (or the |**

**| | applicable wage rate listed|**

**| | on this wage determination,|**

**| | if it is higher) for all |**

**| | hours spent performing on |**

**| | that contract in 2023. |**

**|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|**

**The applicable Executive Order minimum wage rate will be**

**adjusted annually. If this contract is covered by one of the**

**Executive Orders and a classification considered necessary for**

**performance of work on the contract does not appear on this**

**wage determination, the contractor must still submit a**

**conformance request.**

**Additional information on contractor requirements and worker**

**protections under the Executive Orders is available at**

**http://www.dol.gov/whd/govcontracts.**

**Modification Number Publication Date**

 **0 01/06/2023**

 **SUTN2009-011 09/10/2009**

 **Rates Fringes**

**BRICKLAYER.......................$ 18.00 0.00**

**CARPENTER, Includes Cabinet**

**Installation, and Drywall**

**Hanging..........................$ 12.21 \*\* 0.00**

**CEMENT MASON/CONCRETE FINISHER...$ 10.75 \*\* 0.00**

**ELECTRICIAN......................$ 13.77 \*\* 0.00**

**LABORER: Common or General......$ 8.59 \*\* 0.00**

**LABORER: Mason Tender - Brick...$ 10.00 \*\* 0.00**

**OPERATOR: Backhoe/Trackhoe......$ 12.33 \*\* 0.00**

**PAINTER: Brush, Roller and**

**Spray............................$ 9.67 \*\* 0.00**

**PLUMBER..........................$ 13.08 \*\* 0.00**

**ROOFER: Shake & Shingle Roof....$ 11.99 \*\* 0.00**

**----------------------------------------------------------------**

**WELDERS - Receive rate prescribed for craft performing**

**operation to which welding is incidental.**

**================================================================**

**\*\* Workers in this classification may be entitled to a higher**

**minimum wage under Executive Order 14026 ($16.20) or 13658**

**($12.15). Please see the Note at the top of the wage**

**determination for more information.**

**Note: Executive Order (EO) 13706, Establishing Paid Sick Leave**

**for Federal Contractors applies to all contracts subject to the**

**Davis-Bacon Act for which the contract is awarded (and any**

**solicitation was issued) on or after January 1, 2017. If this**

**contract is covered by the EO, the contractor must provide**

**employees with 1 hour of paid sick leave for every 30 hours**

**they work, up to 56 hours of paid sick leave each year.**

**Employees must be permitted to use paid sick leave for their**

**own illness, injury or other health-related needs, including**

**preventive care; to assist a family member (or person who is**

**like family to the employee) who is ill, injured, or has other**

**health-related needs, including preventive care; or for reasons**

**resulting from, or to assist a family member (or person who is**

**like family to the employee) who is a victim of, domestic**

**violence, sexual assault, or stalking. Additional information**

**on contractor requirements and worker protections under the EO**

**is available at**

**https://www.dol.gov/agencies/whd/government-contracts.**

**Unlisted classifications needed for work not included within**

**the scope of the classifications listed may be added after**

**award only as provided in the labor standards contract clauses**

**(29CFR 5.5 (a) (1) (ii)).**

**----------------------------------------------------------------**

**The body of each wage determination lists the classification**

**and wage rates that have been found to be prevailing for the**

**cited type(s) of construction in the area covered by the wage**

**determination. The classifications are listed in alphabetical**

**order of ""identifiers"" that indicate whether the particular**

**rate is a union rate (current union negotiated rate for local),**

**a survey rate (weighted average rate) or a union average rate**

**(weighted union average rate).**

**Union Rate Identifiers**

**A four letter classification abbreviation identifier enclosed**

**in dotted lines beginning with characters other than ""SU"" or**

**""UAVG"" denotes that the union classification and rate were**

**prevailing for that classification in the survey. Example:**

**PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of**

**the union which prevailed in the survey for this**

**classification, which in this example would be Plumbers. 0198**

**indicates the local union number or district council number**

**where applicable, i.e., Plumbers Local 0198. The next number,**

**005 in the example, is an internal number used in processing**

**the wage determination. 07/01/2014 is the effective date of the**

**most current negotiated rate, which in this example is July 1,**

**2014.**

**Union prevailing wage rates are updated to reflect all rate**

**changes in the collective bargaining agreement (CBA) governing**

**this classification and rate.**

**Survey Rate Identifiers**

**Classifications listed under the ""SU"" identifier indicate that**

**no one rate prevailed for this classification in the survey and**

**the published rate is derived by computing a weighted average**

**rate based on all the rates reported in the survey for that**

**classification. As this weighted average rate includes all**

**rates reported in the survey, it may include both union and**

**non-union rates. Example: SULA2012-007 5/13/2014. SU indicates**

**the rates are survey rates based on a weighted average**

**calculation of rates and are not majority rates. LA indicates**

**the State of Louisiana. 2012 is the year of survey on which**

**these classifications and rates are based. The next number, 007**

**in the example, is an internal number used in producing the**

**wage determination. 5/13/2014 indicates the survey completion**

**date for the classifications and rates under that identifier.**

**Survey wage rates are not updated and remain in effect until a**

**new survey is conducted.**

**Union Average Rate Identifiers**

**Classification(s) listed under the UAVG identifier indicate**

**that no single majority rate prevailed for those**

**classifications; however, 100% of the data reported for the**

**classifications was union data. EXAMPLE: UAVG-OH-0010**

**08/29/2014. UAVG indicates that the rate is a weighted union**

**average rate. OH indicates the state. The next number, 0010 in**

**the example, is an internal number used in producing the wage**

**determination. 08/29/2014 indicates the survey completion date**

**for the classifications and rates under that identifier.**

**A UAVG rate will be updated once a year, usually in January of**

**each year, to reflect a weighted average of the current**

**negotiated/CBA rate of the union locals from which the rate is**

**based.**

**----------------------------------------------------------------**

 **WAGE DETERMINATION APPEALS PROCESS**

**1.) Has there been an initial decision in the matter? This can**

**be:**

**\* an existing published wage determination**

**\* a survey underlying a wage determination**

**\* a Wage and Hour Division letter setting forth a position on**

 **a wage determination matter**

**\* a conformance (additional classification and rate) ruling**

**On survey related matters, initial contact, including requests**

**for summaries of surveys, should be with the Wage and Hour**

**National Office because National Office has responsibility for**

**the Davis-Bacon survey program. If the response from this**

**initial contact is not satisfactory, then the process described**

**in 2.) and 3.) should be followed.**

**With regard to any other matter not yet ripe for the formal**

**process described here, initial contact should be with the**

**Branch of Construction Wage Determinations. Write to:**

 **Branch of Construction Wage Determinations**

 **Wage and Hour Division**

 **U.S. Department of Labor**

 **200 Constitution Avenue, N.W.**

 **Washington, DC 20210**

**2.) If the answer to the question in 1.) is yes, then an**

**interested party (those affected by the action) can request**

**review and reconsideration from the Wage and Hour Administrator**

**(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:**

 **Wage and Hour Administrator**

 **U.S. Department of Labor**

 **200 Constitution Avenue, N.W.**

 **Washington, DC 20210**

**The request should be accompanied by a full statement of the**

**interested party's position and by any information (wage**

**payment data, project description, area practice material,**

**etc.) that the requestor considers relevant to the issue.**

**3.) If the decision of the Administrator is not favorable, an**

**interested party may appeal directly to the Administrative**

**Review Board (formerly the Wage Appeals Board). Write to:**

 **Administrative Review Board**

 **U.S. Department of Labor**

 **200 Constitution Avenue, N.W.**

 **Washington, DC 20210**

**4.) All decisions by the Administrative Review Board are final.**

**================================================================**

 **END OF GENERAL DECISIO"**

**ATTACHMENT C**

**Profile of Firm Form**

**Company Biography**

**Respondents shall complete and submit the following forms, with signatures, and include with the RFP submission.**

# PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime \_\_\_\_ Joint Venture/Partner\_\_\_\_ Sub-Development Partner \_\_\_\_\_ (This form shall be completed by and for each).

1. Legal Name of Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

 dba if applicable:

 Telephone:\_\_\_\_\_\_\_\_\_\_\_ \_\_ Fax: \_\_\_\_\_\_\_\_ \_\_\_\_

Street Address, City, State, Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) Identify Principals/Partners in Firm

|  |  |  |
| --- | --- | --- |
| ***NAME*** | ***TITLE*** | % OF OWNERSHIP |
|  |  |  |
|  |  |  |
|  |  |  |

(4) Please indicate the operating structure of your company.

 Publicly Held  Privately Held  Government  Non-Profit  Partnership  Sole

 Corporation Corporation Agency Organization Proprietorship

(5) Respondent’s Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

 Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

 African  Native Hispanic Asian/Pacific Hasidic Asian/Indian

 American American American American Jew American

 \_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_\_\_% \_\_\_\_\_\_% \_\_\_\_\_\_\_%

 Woman-Owned Woman-Owned Disabled  Caucasian Other (Specify):

 (MBE) (Caucasian) Veteran American (Male)

 \_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_%

(6) Is the business 51% or more owned by a public housing resident? \_\_\_ Yes; \_\_\_ No. If yes, provide name and

 address of the public housing facility:

 Facility Name:

 Facility Address: City:

(7) SWMBE Certification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certification Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number:

(9) City of Trenton Business License No.(if applicable):

(10) State of Tennessee License Type and No.:

# PROFILE OF FIRM FORM (Page 2 of 2)

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with

 whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by any Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or

 nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Tennessee, or any local government agency within or without the State of Tennessee? Yes • No • **Initials\_\_\_\_\_\_\_**

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Verification Statement: The undersigned Offeror hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers that any information entered herein is false, that shall entitle the Agency to not consider nor make award or to cancel any award with the undersigned party.

**Initials\_\_\_\_\_\_\_**

(16) In performing this contract, the Development Partner(s) shall comply with any and all applicable federal,

 state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act. **Initials\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Date Printed Name Company**

**Company Biography**

**Company Name:**

**Headquarters Location:**

**Field Office Locations:**

**Business Specialty or Focus:**

**Number of Full Time Staff:**

**Founding Date and Brief History:**

**Tennessee Projects and/or Clients:**

**(**past & current)

**Previous Housing Authority Experience: YES NO**

**List the Authorities:**

**Respondent’s Certification**

By signing below, Respondent certifies that the following statements are true and correct:

**1.** He/she has full authority to bind Respondents and that no member of Respondent’s organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

**2.** Items for which Proposals were provided herein will be delivered as specified in the Proposal,

**3.** In performing this contract, the Development Partner(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

**4.** Respondents agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by the Agency and subject to the terms and conditions of such acceptance, shall result in a contract between the Agency and the undersigned Respondents,

**5.** He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Proposal,

**6.** Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Tennessee or the Federal Antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business,

**7.** Respondents has not received compensation for participation in the preparation of the specifications for this RFP,

**8**. **Non-Collusive Affidavit:** The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Proposal price, or that of any other Respondents or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said Proposal are true.

**9. Lobbying Prohibition:** The Development Partner agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

**10. Non-Boycott of Israel:** The Agency may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Tennessee Code Annotated §25-1-503). The Contractor by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel.

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print Name)

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(Print Company Name) (Company Phone) (Fax)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

(Email Address) (Date)

**Addenda Acknowledgements**

Addendum #1 Date

Addendum #2 Date

Addendum #3 Date

|  |
| --- |
| **Signature Date** **Printed Name Company****E-mail address if available****Phone Fax** |