

County of Minnehaha
Notice of Request for Proposals
for Construction Manager-At-Risk
Date: November 10, 2020

Minnehaha County, South Dakota, hereby solicits qualified and interested parties to submit responses to the Request for Proposals for providing Construction Manager-At-Risk (CMAR) services, as described in the Request for Proposals, in accordance with federal, state, and local laws and regulations. The County Commission is seeking responses to the Request for Proposals to provide CMAR services for Minnehaha County Administration and Extension Design and Construction.

In order for a response to the Request for Proposals to be considered, any response must be received by the Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, South Dakota 57104 no later than December 2, 2020, at 3:00 p.m. central time. Instructions are contained in the Request for Proposals which shall be carefully followed by Proposers. One (1) original and eight (8) copies of the complete response to the Request for Proposals are to be submitted. Responses to the Request for Proposal received after the submission deadline will be rejected and returned unopened to the sender.

The Request for Proposal for CMAR services has been placed on file at the Minnehaha County Auditor's Office. The RFP is also available at the Minnehaha County website: www.minnehahacounty.org. The County reserves the right at any time and for any reason to cancel this Request for Proposals, to reject any or all proposals, to provide an addendum to this Request for Proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any response to the Request for Proposal.

Bob Litz,
Minnehaha County Auditor

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Minnehaha Messenger: Friday, November 20, 2020

Minnehaha County Administration Building

Request for Proposal (RFP) for
Construction Manager at Risk

November 11, 2020

Section 1: Advertisement for Proposals / General Information

Minnehaha County (“MC”) is issuing this Request for Proposal (“RFP”) for Construction Manager at Risk (“CMAR”) to provide preconstruction and construction services for the renovation of the Extension building located at 220 W. 6th Street in Sioux Falls and a portion of County Administrative building located at 415 North Dakota Ave in Sioux Falls.

The proposed remodel project will consist of an area within the Administration building of approximately 30,000 sf and approximately 10,000 sf in the Extension building which is located directly east of the Administration building. The Administration building remodel project includes a “gut and remodel” of 100% of 3rd floor, approximately 65% of 2nd floor and a small portion of 1st floor. The work in this building will include removal of office and corridor walls, ceilings, and column wrappings (where possible) and replaced with new enclosed offices, space for open workstations and conference rooms. In addition, restrooms will be renovated on 2nd and 3rd floor, and possibly on 1st floor if budget allows. Restrooms will receive cosmetic updates and may require reconfiguration of the fixture placement to comply with ADA.

The Administration building will remain occupied by staff and open to the public during the various construction phases. The County also intends to remodel the Extension building which will include minor floor plan reconfiguration and replacement of interior finishes. The Extension building will not be occupied during construction.

MC has retained The TEGRA Group, Inc. (“TEGRA”) as its Owner’s Representative. TEGRA will be the primary point of contact for the CMAR and AE team through the time of the GMP. County staff will oversee employee moves and will be the day-to-day contact during construction.

The design and construction process will be executed in three steps:

- STEP ONE: Following programing, conceptual and schematic design performed by the Architects and Engineers (“AE”), CMAR will assist in cost estimating, value analysis and development of a preliminary schedule with conceptual sequencing/phasing of construction. Renovating the Extension Building is the top priority for construction phases sequencing. Therefore, the AE will provide Design Development level plans and the CMAR will provide an Initial GMP for this portion of the project in STEP ONE. AE and CMAR to present STEP ONE deliverables to the Minnehaha County (“MC”) Commissioners to consider in the next 60 to 90 days.
- STEP TWO: CMAR to provide pre-construction services during the Design Development phase for the Administration building which shall include cost estimating and disruption avoidance planning with the goal of minimizing multiple staff moves. At the conclusion of the Design Development phase, CMAR to develop a Final GMP package which will include a Disruption Avoidance Plan that delineates the various phases of the project and the Guaranteed Maximum Price. The Initial GMP for the Extension building will be incorporated into the Final GMP. The Final GMP will be presented to the MC Commissioners for approval.
- STEP THREE: CMAR to assist AE during the Construction Documents phase to ensure the plans comply with the GMP package. CMAR to perform construction services through completed punch list and will conclude at the time of the one-year warranty period.

The total budget for the Administration building project, including hard construction and soft costs is \$4.6 - \$5 million dollars. The total project budget for the Extension building remodel, including hard construction and soft costs is \$234,000 to \$648,000. The project scope/budget/schedule will be

finalized with input from the AE team and the CMAR during STEP ONE. The construction and employee relocation process will be accomplished in phases. The initial phase will be to complete the remodel of the Extension building to allow the relocation of the Equalization offices out of the Administration building, the next phase will gut and remodel the space previously occupied by Equalization. The renovation/move sequencing of the project will be determined in Step One of the project. Summer 2022 is the targeted completion date for all phases of the project.

This Request for Proposal document for Construction Manager at Risk Services for the Minnehaha County Administrative Office Renovation is available on the County's website:
<https://www.minnehahacounty.org/notices/biddersProposals/biddersProposals.php>

The specific role of the CMAR is defined below.

1.1 Background

MC recently went through a RFQ/RFP/interview process for the selection of an AE firm. The County Commission has approved an interim agreement with JLG Architects. They have begun to refine the building program and develop conceptual options that align with the available funds. Targeted construction start for the Extension building remodel is February 2021-

1.2 Construction Manager at Risk Selection Process

Throughout this RFP, reference to Construction Manager ("CMAR") is assumed to include the construction manager firm and any other firms and/or personnel with which the CMAR firm has elected to partner for purposes of the Project. CMAR engagement will be direct between MC and the CMAR firm. CMAR team will be responsible for all communications, contracting, payment, and other matters with partner firms.

1.3 Selection Timeline

CMAR selection is expected to track the following schedule but may be revised if necessary.

RFP Release Date	November 11, 2020
RFP Questions Due	12:00 PM November 19, 2020
RFP Questions Answered (posted on County's website)	5:00 PM November 20, 2020
Deadline for RFP Proposal Submissions (delivered to County)	3:00 PM December 2, 2020
Shortlist Candidates for Interviews (anticipated date)	December 8, 2020
Interviews Conducted (anticipated date)*	Week of December 14, 2020
Anticipated Notice to Proceed (subject to County approval)	Week of December 21, 2020

*CMAR personnel who interview must include the same key personnel who will be in charge of the Project during pre-construction and construction phases. (See Section 3.2.2 below.)

1.4 Contact / Requests for Clarification

Prospective responders may direct inquiries/questions **in writing only** (no oral questions will be entertained) to:

Craig Dewey via email: cdewey@minnehahacounty.org

and

Dick Strassburg via email: dstrassburg@tegragroup.com

All questions are due no later than **12:00 PM on November 19, 2020**. Responses to the questions will be posted on County's website at <https://www.minnehahacounty.org/notices/biddersProposals/biddersProposals.php> no later than **5:00 PM on November 20, 2020**.

The contact persons listed above are the only individuals who can be contacted about the project before proposals are submitted. Responding firms are prohibited from communicating in any other manner about this project with any other County Commissioners or County employees. Other means of communications or contact may disqualify the submitting firm.

1.5 Response Delivery

RFP responses must be delivered as follows no later than **3:00 PM on December 2, 2020**. Proposals submitted after the 3:00 PM deadline will be declined.

Eight (8) printed copies to:

Olivia Larson
Minnehaha County Auditor
415 N Minnesota Avenue
Sioux Falls, SD 57104

One (1) email copy including all attachments to:

Craig Dewey
Minnehaha County Commission Office
cdewey@minnehahacounty.org

Dick Strassburg
The TEGRA Group, Inc.
dstrassburg@tegragroup.com

Connie Shields
The TEGRA Group, Inc.
cshields@tegragroup.com

Section 2: Delivery Method and Required CMAR Services

2.1 Delivery Method

MC intends to enter into an open book Cost of the Work plus a Fee with Guaranteed Maximum Price (GMP) contractual arrangement with the selected CMAR for the construction work required, but will retain the option to select a different CMAR after the completion of Step One or Step Two if deemed to be in MC's best interest.

2.2 Required CMAR Scope of Work

- MC intends to use a modified AIA Document B103 – 2017 Agreement between the Owner and CMAR. An amended AIA Document A201 – 2017 General Conditions of the Contract for Construction with added supplementary conditions will also be utilized.
- This RFP will be superseded by the Owner/CMAR Agreement and its related contract documents.
- The following summary is intended to provide a general understanding of MC's expectations and is not all inclusive.

STEP ONE: Preconstruction Services during Concept and Schematic Design

The CMAR to work closely with the selected AE firm as they develop conceptual options that align with the targeted budget. The CMAR to actively participate in the conceptual and schematic design process.

- a. CMAR to develop conceptual cost models during conceptual design, based on the firm's experience with similar facilities.
- b. Upon completion of the SD package, CMAR to provide formal review comments of the SD documents. Following this review, the CMAR shall prepare a Schematic Phase estimate to confirm that the scope and budget for the project are in alignment. In addition, CMAR to provide value analysis/engineering ideas in conjunction with preparation of the SD estimate.
- c. CMAR to provide a project sequencing schedule taking into consideration employee moves, MC operational considerations, and construction logistics. The facility will remain open to the public and employees throughout the projects. CMAR to provide temporary partitions and corridors as needed to protect employees during construction. CMAR will be responsible to meet building codes for temporary construction during the various phases of project.
- d. CMAR to assist MC in developing a preliminary project master schedule including integration of cost estimates with AE design efforts, key County activities, preconstruction, and construction activities.
- e. Renovating the Extension Building is the top priority for construction phases sequencing. Therefore, the AE will provide Design Development level plans and the CMAR will provide an Initial GMP for this portion of the project in STEP ONE.

STEP TWO: Preconstruction Services and Activities during Design Development

The CMAR to actively participate in all design meetings, tours of comparable buildings, review of existing conditions, periodically provide cost estimates during the design process, and ultimately develop a GMP.

More specifically, the CMAR shall provide the following preconstruction services and activities:

1. Cost Management

- a. Assist MC and AE to keep project within the fixed project budget.
- b. CMAR to provide recommendations to the AE and County regarding materials and evaluate building systems, components, and materials for long term performance.
- c. CMAR to provide cost control resources for the Project Team during the design development phases of design. Tasks will include reviewing and monitoring the development, and preparation of documents to maintain the project cost within the project budget. CMAR to notify the AE and MC of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work. CMAR to work collaboratively with MC and AE to develop alternatives to keep the project estimates within the fixed budget.
- d. CMAR to provide formal review comments and cost estimates at 50% and at 100% Design Development (“DD”) documents including evaluating costs of alternatives.
- e. CMAR to provide a Final GMP at the conclusion of Design Development or at time that is mutually agreed upon by the MC and the Administration and Extension Committee. The Initial GMP for the Extension Building shall be incorporated into the Final GMP. Final GMP to include pricing of alternates as defined by the AE which will be equal to approximately 5% of the GMP.
- f. CMAR should anticipate coordinating multiple phases of construction in accordance with the CMAR developed Disruption Avoidance Plan.
- g. The Project Team to consider early selection of mechanical and electrical subcontractors to provide design assist services to the AE. These Subcontractors shall provide pre-construction support services during the design phases, in addition to the CMAR’s services. If the Project does not proceed, these Subcontractors shall not be entitled to any compensation.

2. Construction Planning and Scheduling

- a. During DD phase, the CMAR to develop a Disruption Avoidance Plan that illustrates the sequencing of construction for the various portions of the project. Goals for the Disruption Avoidance Plan are: 1) safety of building occupants and construction workers, 2) minimize overall disruption to the operations of the County and 3) minimize the number of staff members that will be required to relocate more than once. The plan to include activities such as: a) identifying locations of temporary partitions, b) developing plans that show code required exiting during each phase of construction, c) creating written sound and dust control protocols, d) scheduling noisy activities that will be performed outside of normal business hours, e) sequencing the restroom renovation projects to keep 2/3rd of restrooms operational during normal business hours and f) other required activities to meet the stated goals of the plan.
- b. CMAR to work with MC and AE to develop a work plan for design activities in support of the schedule and budget or the project.
- c. During the Schematic Design (“SD”) phase, the CMAR will further develop the project master schedule including integration of AE design efforts, key County activities, preconstruction activities, procurement, construction activities, and work performed by other parties.
- d. Ongoing, the CMAR will evaluate all systems, components, and materials for constructability, economy, long-term performance for use intended and schedule impacts,

and provide recommendations for preferred options consistent with cost and schedule goals.

- e. In addition, the CMAR will identify long lead items requiring early bid packages and recommend issue dates for same to meet required completion date.

3. Other

- a. Work with Project Team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.
- b. Work cooperatively with the Project Team to develop and implement a work plan for meeting the project's energy efficiency goals.

STEP THREE: Construction Phase Services and Activities

1. Project Management Team

- a. CMAR to provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase.
- b. Demonstrate high levels of effective, proactive project leadership.
- c. Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.
- d. CMAR will be contractually obligated to not reassign key staff members to other projects without MC's prior written consent. MC will have approval rights of any new personnel assigned to this project.

2. Cost Management

- a. Periodically review the Construction Documents to assist the AE to align the Construction Documents with GMP.
- b. Implement and maintain cost control methods with "open book" sharing of cost information.
- c. CMAR to inform MC of pending cost issues within five (5) business days of identifying potential issues.
- d. Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with MC.
- e. Provide drawdown and cash flow projections for the project during construction and update as necessary.
- f. Work with MC and AE to develop and implement a change management process for the project.

3. Procurement

- a. CMAR to manage bidding process, evaluate proposals, and interview key subcontractors (along with the AE and MC.) Project Team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms. For those subcontracts to be awarded on a competitive bid or best value basis, CMAR to obtain a minimum of three (3) competitive bids for each sub-trade category unless otherwise authorized by MC, and shall interview at a

minimum two (2) bidders with the Project Team. CMAR to provide a written award recommendation to MC.

- b.** If the CMAR desires to self-perform portions of the work, the CMAR must follow the State of South Dakota competitive bid requirements with respect to those portions of the work. CMAR to submit bids for self-perform work, if any, to MC one day prior to the bid date for competitive bids. Following MC's approval of recommendation, CMAR to award and administer all subcontracts and material purchases.

4. Coordination Meetings

- a.** Conduct weekly job site meetings that include appropriate subcontractors, MC representatives, and AE representative to review open issues, schedule work, and resolve pending or upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.

5. Schedule Management

- a.** CMAR to prepare and manage a logic-based project schedule indicating key milestone events, dates and responsibilities. Project Schedule to include design efforts, preconstruction activities, procurement of goods and construction activities. CMAR to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
- b.** CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Report status no less than weekly in regular weekly coordination meetings.
- c.** CMAR to prepare a short-term (3 to 4-week look-ahead) schedule on a weekly basis.
- d.** Coordinate the installation of existing or MC purchased and/or third party provided shop, storage equipment and furniture with construction of the project.

6. Project Reporting

- a.** CMAR to prepare a monthly report with each progress billing that details a project work status report, buy-out to schedule of value analysis, contingency status, schedule status and project progress commentary with applicable job-site photos. Provide other formal communications as requested by MC.

7. Quality Management

- a.** CMAR to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.
- b.** Complete construction of the work in strict conformance with the quality requirements established by the contract documents.
- c.** All testing and independent inspection services required will be secured and paid for by MC. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of excessive additional testing due to failed tests.
- c.** Develop an initial CMAR punch list to subcontractors prior to formal punch list issued by AE. CMAR to ensure completion of CMAR's initial punch list prior to AE's punch list walk thru.

- d. Work cooperatively with the Project Team to develop and implement an effective commissioning plan.

8. Safety

- a. Implement a formal project safety plan.

9. Project Closeout

- a. Timely submission of operation and maintenance manuals completed punch lists, coordination of training, submission of as-built field documents, BIM model and financial close-out of project. CMAR to actively support and participate in commissioning activities.

10. Other

- a. Assist MC in working with various governing authorities as requested.
- b. Work with Project Team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.
- c. Work cooperatively with the Project Team to develop and implement a work plan for meeting the project's energy efficiency goals.

Section 3: RFP Evaluation Criteria and Required RFP Responses

3.1 Submittal Packages: Please submit your proposal response in two packages.

The intent of this request is to establish a process that will encourage candidate firms to assign top talent to this Project. The Administration and Extension Committee will evaluate the initial proposals, and select a short list of firms to interview, after which it will make a preliminary selection based upon the skillsets, experience, and the professional backgrounds of the proposed team members submitted in Part 1 and the interviews. After the preliminary selection is made, the Administration and Extension Committee will open Part 2 to evaluate if the tentatively selected firm is providing the best value relative to the other candidates.

3.2 Package No. 1: Services Proposal

Your proposal and interview presentation should be a demonstration of your ability to communicate concisely and succinctly. Proposals are to be organized in the same sequence as outlined below and sections should be tabbed and clearly identifiable. **Limit proposal response to twenty (20) 8 ½" x 11" single-sided sheets, minimum font size of 11 point (excludes transmittal cover letter and CMAR Fee and General Conditions Worksheet and Questionnaire).** Failure to include requested information may have negative impact on the evaluation of the proposal. The minimum contents of a proposal are as follows:

1. Transmittal Cover Letter

- a. Identify all materials being forwarded collectively as a response to the RFP.
- b. Provide the name, title, address, email, and phone number of the person(s) authorized to make representations for the AE team.
- c. Signed by an individual authorized to commit the proposed team to the scope of work proposed. Consortiums, joint ventures, or teams submitting proposals must establish

contractual responsibility solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. Project Team:

- a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the project. Specifically identify project executive, project manager and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects.
- b. Provide résumés or a listing of information for each person included in the proposed project team. State the educational background of each team member, years of experience, length of employment with the firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. List other assignments the Project Manager will be handling during the period of assignment to this project.
- d. For the Project Manager, Superintendent, and other “key” staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (including contact person and telephone number).

3. Project Approach and Management Capabilities: Provide a description of the project approach and management capabilities as it relates to the following areas.

- a. Commitment to building positive team working relationships.
- b. Preconstruction services: Describe firm’s approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to MC’s acceptance of the GMP.
- c. Cost management: Describe the level of detail included in the cost estimates as various phases of design.
- d. Change Management: Describe the change management process and reporting during construction.
- e. Submit a preliminary overall project schedule for the key activities from the date of the notice to proceed through project construction.
- f. Safety: Submit a description of your organization’s approach to managing safety on construction projects. Also include an overview of your company’s recent safety record, and your company’s experience modification rate (EMR) for the last three (3) years.
- g. Disruption Avoidance Plan: Outline your approach to minimize the impact of noise, dust and inconvenience of construction in an occupied building during operating hours while under construction.

4. **Relevant Project Experience:** Describe a minimum of two (2), but no more than five (5), projects that are the most similar in size and scope that were constructed within the past ten (10) years. Provide information on each project that will allow the Selection Committee to evaluate your work against the selection criteria noted in this RFP. Indicate for each project the following minimum information:
- a. Name and description of the project, location, value of construction contract and construction end date.
 - b. Name of project manager and superintendent responsible for project.
 - c. Type of construction delivery method (general contractor, design build, construction manager – agency, construction manager at risk, etc.).
 - d. Preconstruction services provided.
 - e. Client and architect contact information. Include phone number and email address.

Proposers may provide preprinted brochures or other literature you feel will be helpful in understanding your firm's unique capabilities and experience. Do not include this material in the body of your proposal.

5. **Statement of financial strength/stability and insurance coverage.** Provide the following information about your firm.
- a. Name and contact of your organization's surety, and description of bonding capability available. Additionally, provide a statement from a surety company authorized to do business in South Dakota indicating the firm(s) ability to obtain a performance and payment bond in the amount of not less than \$5,000,000.
 - b. Name of your insurance carriers and a description of the insurance coverage your firm could provide.
 - c. Name and contact information for your primary bank.
6. **Special Resources:** A description of special resources, or capabilities your organization could employ on the project which would enhance the value your organization would bring to the project.

Describe what steps your company has taken during recent years to be innovative and progressive in the development of your business, and state how these activities serve your clients.

7. **Acknowledgement and certification statements:**

- a. Certify that your Response to RFP will remain in effect for 30 days.
- b. Certify that all representations stated in the Response to RFP are true and accurate.
- c. Acknowledge that all materials submitted in the Response to RFP will become property of MC.
- d. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing CMAR.

3.3 Package No. 2: Cost Proposal

CMAR Fee and General Conditions Worksheet and Questionnaire shall be submitted with your proposal, however, it should be submitted as a separate document labeled "CMAR Worksheet and Questionnaire". Please submit Package No. 2 Cost Proposal in a separate envelope with the hard copy of your proposal and assign a separate file name with your electronic format submittal. The Administration and Extension Committee desires to make a preliminary shortlist prior to reviewing the cost proposals.

3.4 Addenda

If any addenda are issued for this Request for Proposal, it will be posted on MC's website at: <https://www.minnehahacounty.org/notices/biddersProposals/biddersProposals.php>

Section 4: Evaluation Criteria

To be considered for the shortlist selection, the firm must demonstrate the ability to provide a performance and payment bond in the amount of not less than \$5 million as described in section 3.2 paragraph 5a.

The evaluation will be conducted by the Administration and Extension Committee. Upon receipt of the proposals, they will determine a shortlist of no more than three firms. Shortlisted firms will be interviewed via video conference. All proposals will be treated as closed records until a contract award. The building committee will make a recommendation to the Board of Minnehaha Commissioners for their approval.

Section 5: Selection Criteria

The Administration and Extension Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

- A.** Experience, qualifications, and availability of proposed team leaders (45 %)
- B.** Broader team structure (5%)
- C.** History of project team working together (5%)
- D.** Technical work process (10%)
- E.** Proposal, interview and response (10%)
- F.** General Conditions and fee (25%)

Upon completion of the interviews, the shortlisted firms will be ranked. MC will start negotiations of the contract with the highest-ranking firm. If an agreement for services cannot be reached with the highest ranked firm, MC will move to the second ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. MC reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the CMAR submitting the accepted proposal, and by simultaneously notifying in writing the other CMARs that their proposals were not accepted.

Excluding proprietary information, the proposal and the professional service contract of the CMAR awarded the contract are deemed public records and shall be available to the public upon request. In addition, MC shall maintain a "Register of Proposals for a Professional Service Contract," which shall contain the names of firms who submitted a proposal and the name of the firm who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 6: Notice to Proposers

- A.** This RFP is not a contract and does not in any way bind MC to any obligations.
- B.** MC is not responsible for costs incurred by anyone responding to the RFP.
- C.** Upon submission, all proposals become the property of MC, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- D.** MC expressly reserves the right to amend or withdraw this RFP at any time. It further expressly reserves the right to reject any or all proposals.
- E.** MC is not bound to accept the lowest cost proposal.
- F.** Proposers are held legally responsible for their proposals and proposal budgets.
- G.** MC reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the MC deems to be in its best interest.
- H.** MC reserves the right to negotiate any aspect of the proposal with any candidate and to negotiate with more than one candidate at the same time.
- I.** MC reserves the right to request any additional information at any stage of the RFP process.
- J.** MC reserves the right to waive any minor irregularities in the proposal request process.

CMAR Fee and General Conditions Worksheet and Questionnaire

CMAR FEE

Preconstruction Fee (management staff time, overhead and profit beginning at the time of contract award and ending at the time of the GMP)	\$	
Percentage of Cost of the Work (beginning at GMP through project completion. The percentage will be converted to fixed fee at time of GMP)		%
Please define what is included in your CMAR fee vs. Cost of Work		

Not to Exceed CMAR Management Staff General Conditions

Management Staff General Conditions	\$	
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Based on the schedule outlined in the RFP, provide a not-to-exceed price for staff related general conditions beginning at the time of the GMP through project completion. Price to include home office staff and on-site management including all necessary staff general conditions such as benefits, bonuses, vacation time, personal time off, cell phone, mileage, per diem, relocation, etc. Price to include office trailer including copiers, furniture, computers, phones, radios, office supplies, etc. Please provide detailed buildup of your price quote.

Do NOT include project general conditions such as utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean, etc. as they are intended to be reimbursed at actual cost without profit markup.

Reimbursable General Condition Costs

		Comments
Full insurance package expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage). If SDI is proposed, clarify basis for such charge (ie. subcontracted work only vs other?)	\$	
Performance Bond		%

Please comment on the following:

1.	Bonding rate, total bonding line, line available, surety provider & agent (reference contact).
2.	Confirmation that your firm will have General Conditions % mark-up on change orders using the General Conditions % at time of GMP
3.	Willingness to forgo CMAR fee on change orders within 5% of GMP?
4.	Labor burden rate for general conditions field labor (straight time and overtime)?
5.	Small tools: % of field labor.
6.	Equipment rental rate structure (owned & 3rd party rentals). Willingness to cap rental costs at no more than purchase price. Willingness to discount from AED rates?
7.	Confirmation that your firm will have an open bid/open book policy with MC on all aspects of the project including providing subcontractor buy-out costs vs. line item estimates carried in the GMP.
8.	Acknowledgement that your firm is willing to return buyout savings, reduce construction contingency incrementally during construction rather than at end of project.
9.	Recommended Contractor Contingency by Design Phase (% of construction cost).
10.	Recommended inflation factor to be included within GMP.
11.	Provide staff billing rates and equipment rental rates.