

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES
FOR THE HOUSING COMMISSION OF ANNE ARUNDEL COUNTY**

SOLICITATION TYPE: Request for Proposal (RFP)

DESCRIPTION: Construction Management Services

ISSUE DATE: May 9, 2018

PROPOSAL DUE DATE AND TIME: May 17, 2018

PROPOSAL SUBMISSION PLACE: Housing Commission of Anne Arundel County
7477 Baltimore-Annapolis Blvd.
Glen Burnie, MD 21061

DIRECT INQUIRIES TO: Michael Hale
Housing Commission of Anne Arundel County
Phone: 410-222-6200 Ext 1200
mchale@hcaac.org

NOTE:

Inquiries must be received by mail or email no later than April 30, 2018 at 4:00 P.M. Eastern Standard Time. Proposals are held in confidence and not releasable until after contract award.

By submission of a proposal, the offeror agrees, if the proposal is accepted, to enter into a contract with the Housing Commission of Anne Arundel County (HCAAC) to complete all work as specified for the contract price and within the contract time indicated in the RFP. The offeror also accepts the terms and conditions of the RFP.

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

Persons requiring special accommodations should immediately contact HCAAC at 410-222-6200 Ext 1200 or via the TDD number at MDRELAY711.

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

HCAAC, in accordance with Executive Orders 11625 and 12138, encourages participation by businesses owned and operated by minorities and women.

Summary of RAD1 Limited Scope Rehabilitation Project

Description/Scope of Services

Term of Service

Terms of Payment

Preparation of Proposal

Evaluation Criteria

Evaluation Plan

Equal Opportunity Employment

Form of Non-Collusive Affidavit

1. SUMMARY OF RAD1 REHABILITATION PROJECT AND OBJECTIVES

1.1. HCAAC is seeking Owner Representation Construction Management Services for the construction period (not pre-construction) to address control of construction time, cost, work scope and quality, and coordination of Owner responsibilities for Resident Relocation.

1.2. HCAAC is converting public housing properties to project based housing under HUD's Rental Assistance Demonstration (RAD) program using Low Income Housing Tax Credits (LIHTC) allocated by the Department of Housing and Community Development (DHCD). The RAD program allows HCAAC to convert public housing units to project-based Section 8 rental assisted housing units. The program preserves and improves these properties by enabling HCAAC 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 Section 8 platform, residents will have more housing choices with the option to select housing elsewhere.

1.3. HCAAC's RAD1 project currently includes two separate properties. The properties and scope of work include:

1.3.1. Freetown Village: Renovation of 154 existing townhouses and apartments units. Building of 36 new construction units. Building 2 new UFAS Units and renovation of 8 existing UFAS Units.

1.3.2. Meade Village: Renovation of 200 existing townhouses and apartment units. Building of 24 new construction units. Reconfiguration of 23 existing townhouse units which will build 7 additional new units. Building 7 new UFAS Units and renovation of 5 existing UFAS Units.

2. SCOPE OF CONSTRUCTION MANAGER'S RESPONSIBILITIES include:

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 Construction Manager's judgment with respect to this Project.

2.3. Maintain insurance for the duration of this Agreement to include:

2.3.1. 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.

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

2.3.3. 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.

2.3.4. 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.

3. SCOPE OF CONSTRUCTION MANAGER'S SERVICES include:

3.1. Prepare and periodically update a Project Schedule and a Construction Management Plan for the Architects' review and Owner's acceptance. The Construction Management Plan and Project Schedule will coordinate and integrate responsibilities of the Construction Manager, the General Contractor, Architects, other Owner consultants, Owner's responsibilities for Resident Relocation, and highlight items that could affect the Project's timely completion.

3.2. 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.

3.3. Provide recommendations and information to the Owner regarding Contractor's safety programs.

3.4. 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.

3.5. Assist Owner in obtaining information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3, Davis Bacon Wage Rate compliance and Minority Business Enterprise (MBE).

3.6. Provide administration of the Contracts for Construction in cooperation with the Architect.

3.7. Include in the Project Schedule the Owner's Resident Relocation and Unit Occupancy requirements showing portions of the Project having occupancy priority.

3.8. Conduct bi-weekly meetings with HCAAC Staff and others, updating the progress of the Rehabilitation work. Prepare and promptly distribute meeting minutes, Bi-weekly reports and pictures of project progress to the Owner.

3.9. Strive to obtain satisfactory performance from each Contractor, and recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

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

3.11. 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.

3.12. Review and certify the amounts due the respective Contractors, Monthly, as follows:

3.13. 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, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager will have the authority to reject work that does not conform to Contract Documents and will notify the Architect about the rejection. The Construction Manager 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 Construction Manager 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 Construction Manager 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.

3.14. Review requests for changes, assist in negotiating Contractors' proposals, and submit recommendations to the Architect and Owner for change order directives.

3.15. Assist the Owner in the review, evaluation and documentation of Claims.

3.16. Utilizing the submittal schedules provided by each Contractor, the Construction Manager will prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager will review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval.

3.17. Record the progress of the Project. On a bi-weekly basis submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

3.18. With the Architect and the Owner's inspectors and maintenance personnel, the Construction Manager will observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

3.19. When the Construction Manager considers the Contractor's Work is substantially complete, the Construction Manager will, jointly with the Architect, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager will assist the Architect in conducting inspections to determine whether the Work is substantially complete.

3.20. When the Work is substantially complete, the Construction Manager will confirm the completeness of the project and make a written recommendation to the Architects who will prepare and execute a Certificate of Substantial Completion. The Construction Manager will submit the executed Certificate to the Owner and Contractor. The Architect will provide issuance of a Certificate of Substantial Completion of Work.

3.21. Forward to the Owner the following information received from the Contractor: (I)

certificates of insurance; (2) consent of surety, if any, to reduction in or partial release of retainage or the making of final payment; (3) releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

3.22. The Construction Manager will have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager will not have control over or responsibility for construction methods or safety programs in connection with the Work of the Contractors. The Construction Manager will not be responsible for a Contractor's failure to perform in accordance with Contract Documents. The Construction Manager will be responsible for the Construction Manager'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.

3.23. Coordinate Resident Relocation in accordance with the Relocation Plan.

4. TERM OF SERVICE: One (1) year from Notice to Proceed, and up to two (2) one (1) year options if approved by HCAAC.

5. TERMS OF PAYMENT: Payment will be net 30 days upon receipt of invoice and subject to HCAAC approval.

6. Proof of current certificate of Professional Liability Insurance Policy in the amount of \$1,000,000.00.

6.1. The completed Non-Collusive Affidavit form on page.

7. EVALUATION CRITERIA: The HCAAC will award a contract to the firm with the most responsive proposal, which best meets the needs of the Housing Commission.

7.1. Proposals will be reviewed for compliance with submission requirements. Proposals not meeting the submission requirements will be determined as non-responsive. Responsive proposals will be evaluated based on the following:

7.2. Experience. The HCAAC will attach great importance to the proposing firm or individual's actual experience in providing the proposed services. The experience and qualifications of the personnel who directly provide the services will be evaluated.

7.3. Capacity. Evidence of the firm's ability to perform the required services in the designated time.

7.4. Price. Reasonableness of proposed cost to the Housing Commission from providing the required services.

7.5. Equal Opportunity and Section 3 requirements, participation, and experience.

7.6. Each evaluation factor carries a relative weight. The weight of each evaluation factor listed above is defined in the Evaluation Plan below. Best and final offers may be requested from the offerors who are rated in the competitive range. Highest Possible Score: 100.

7.7. Negotiations may be conducted with offerors who submit responsive and responsible offers.

7.8. EVALUATION PLAN: Each representative on the evaluation committee will rate each proposal received, according to the evaluation criteria and point system listed below.

Points Available	Criteria	Description of Criteria
40 points	Experience and Capacity	The degree to which the firm demonstrates: <ul style="list-style-type: none">• Successful experience in construction management of projects of comparable size and complexity in;• Familiarity with LIHTC projects in Maryland.• Equal Opportunity and Section 3 requirements experience.
20 points	Experience and Capacity of Management Team	<ul style="list-style-type: none">• 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 state or local rules, practices, conditions or personnel that are important to the effective accomplishment of the project.
25 points	Price	
15 points	Completeness of Proposal	<ul style="list-style-type: none">• The extent to which Proposal conforms to requirements of the RFP.

8. GENERAL:

8.1. The HCAAC reserves the right to accept or reject any or all proposals, waive technicalities, and to award the contract in the best interest of the HCAAC.

8.2. No member, officer, employee of HCAAC shall during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

9. GOVERNING REGULATIONS:

9.1. All work and services will be implemented in accordance with the rules and regulations of the HUD RAD program, the Maryland DHCD Qualified Allocation Plan (QAP), Federal Procurement Regulation 24 CFR 85.36, and the HCAAC Procurement Policy.

9.2. EQUAL OPPORTUNITY EMPLOYMENT: Each firm or individual shall certify compliance with all applicable Equal Employment Opportunity requirements governing contracts of this type.

FORM OF NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of

County of

being first duly Sworn deposes and says:

That he is (the Bidder) (a Partner) (an Officer) of the party making the foregoing proposal of bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid 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 bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the HOUSING COMMISSION OF ANNE ARUNDEL COUNTY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the bidder is an Individual

Partner, if the bidder is a Partnership

Officer, if the bidder is a Corporation

Subscribed and sworn to before me This day of _____, 2018.

My Commission Expires:

FORM AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This AGREEMENT entered into the ___ day of _____, 2018, between Housing Commission of Anne Arundel County, 7477 Baltimore-Annapolis Blvd., Glen Burnie, MD 21061. Hereinafter referred to as "Commission" And Consultant's Name Address City, State ZIP

Consultant has been selected by the Housing Commission of Anne Arundel County (HCAAC) pursuant to a Proposal in response to the Request for Proposal, Construction Management Services, issued by HCAAC in APRIL 2008.

The parties agree as follows:

SCOPE OF SERVICES

Consultant shall provide all services as described in Exhibit "A", "Request for Proposal" dated April ___, 2018, attached hereto and made a part hereof. Exhibit "A" shall include the services requested in the RFP as modified during negotiations. Fees will not exceed the amounts estimated in the Exhibit "B" Proposal without prior written authorization of Commission.

If authorized in advance in writing by Commission, additional services required of the Consultant shall be compensated based on amounts and methods contained in the authorization. Failure to obtain prior written authorization for any item of additional services will render these services ineligible for compensation by Commission.

Expenses for travel, lodging, reproduction, courier, and communication charges shall be included in the fixed fee lump sum price in Exhibit "B".

PAYMENTS

Consultant shall prepare and submit invoices of the Consultant's and all Sub-consultant's work at the completion of each phase, in a form acceptable to the Commission. Payment of Consultant invoices shall be made within thirty (30) calendar days of the submission of the invoice.

SCHEDULE

Consultant shall perform all services of this Agreement in a timely manner so as not to cause any delays in the progress of the work, in accordance with the approved project schedule, based on the completion times stated in the "Scope of Services" section of the RFP.

Consultant will not be held responsible for delays caused by others or due to circumstances beyond the control of the Consultant.

TERMINATION

Either party may, without cause, terminate this Agreement at any time upon providing the other party with thirty (30) days written notice. In the event of such termination, Commission shall pay Consultant for all services satisfactorily performed up to the date of termination. Commission is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.

Commission may terminate this Agreement for cause at any time, if, in the opinion of Commission, the Consultant's performance of any of the services of this Agreement is unsatisfactory. In this event, Commission will provide written notification of termination to the Consultant and will permit the Consultant, within thirty (30) days from the date of such notice, to rectify the unsatisfactory performance. If the Consultant has not rectified the unsatisfactory performance within that time, this Agreement will be deemed terminated. Upon such termination Commission will pay for all portions of the Consultant's work deemed satisfactory up to the date of the notice to terminate, minus all costs or expenses that Commission might incur in completing the services of the Consultant or are in any other way attributable to Consultant's default.

Consultant shall not be entitled to any other payment. Commission is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.

RULES AND REGULATIONS

Consultant shall comply with all applicable laws, ordinances, and codes of the Federal Government, the State of Maryland, and local governments having jurisdiction.

USE AND OWNERSHIP OF DOCUMENTS

Original work, such as reports, drawing, specifications and other documents, produced by the Consultant pursuant to this Agreement will remain the property of the Consultant, however, the Consultant may not use this work for any purpose not relating to the Project without the consent of Commission. Upon completion of the services of this Agreement, or earlier termination, the Consultant shall furnish Commission with one complete set of reproducible record prints and computer files. All such reproducible record prints and computer files shall be property of Commission who may use them without the Consultant's permission for any proper purpose relation to the project, including, but not limited to, any future work or completion of the Project.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement for the services contained herein for the Project between the Housing Commission and the Consultant and superseded all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both Commission and Consultant.

If any part or parts of this Agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.

SUCCESSOR AND ASSIGNS

Commission and the Consultant each binds itself, its successors, legal representatives, agents, and assigns to each other to this Agreement. Neither Commission nor the Consultant shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

This Agreement entered into as of the day and year first written above.

THE HOUSING COMMISSION OF ANNE ARUNDEL COUNTY

WITNESS BY:

Title:

WITNESS by:

Title:

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, 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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title