



STATE OF TENNESSEE
Department of General Services

REQUEST FOR QUALIFICATIONS
FOR
Project Manager as Agent (PMaA) for New State Museum
SBC # 529/050-01-2015

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1. INTRODUCTION

The State of Tennessee Real Estate Asset Management (“STREAM”), on behalf of the State of Tennessee, hereinafter referred to as “the Owner” or “the State,” has issued this Request for Qualifications (“RFQ”) to define the State’s minimum service requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed services.

Through this RFQ or any subsequent solicitation, the State seeks to contract for the requested services and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the State as contractors or subcontractors.

Tennessee statutes (T.C.A. 4-15-101, et. seq.) empower the State Building Commission (“SBC”) to advertise and award construction contracts for the improvement to real property for the State of Tennessee. The Commission will follow the procedure as herein described, in order to achieve maximum competition among qualified Respondents and to obtain the highest level of quality at the best price for State projects “utilizing procedures that promote competition to the greatest extent possible”.

1.1. Statement of Procurement Purpose

The State of Tennessee seeks responses from qualified companies interested in providing Project Manager as Agent (“PMaA”) services for a New State Museum Project. The New State Museum is expected to be 130,000 square feet with planning for a future expansion. The anticipated opening date is to be no later than June 2018. The budget for the Project is approximately \$160,000,000.00. The State intends to utilize the services of a construction manager/general contractor for construction.

The PMaA will serve as an agent and representative of the State on the Project providing services to assist the State in achieving its goals for the Project, including, but not limited to, the following services:

- Planning support
- Design Management
- Construction Project Management
- Project Controls Services
- Administration and compliance monitoring of funds
- Transition between construction and facility operation
- Project close-out and warranty coordination (after opening)

A more detailed scope of services anticipated from the PMaA is set forth in Attachment A of the *Pro Forma* Contract included with this RFQ as Attachment H. Respondents should be companies with experience providing PMaA or owner’s representative services on similar scale and profile projects with success in ensuring projects are: delivered on time and within budget; sustainably designed and constructed; and able to be easily and cost effectively maintained.

In order to avoid any potential conflicts of interest, neither the company nor any affiliates of the company providing PMaA services will be permitted to perform any other services on the Project.

1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory. The Pre-Response

Conference is an opportunity to ask any questions pertaining to the scope of work, fee and payment schedule.

The Conference will be held at:

William R. Snodgrass Tennessee Tower
3rd Floor, Conference Room D
312 Rosa L. Parks Ave.
Nashville, TN 37243

Below is a bridge line for those that need to dial-in:

- Local callers dial: 615-253-8313
- Long distance callers dial: 1-855-543-5040
(No pin number is needed)

1.3. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

2. RFQ SCHEDULE OF EVENTS

2.1. The following RFQ Schedule of Events represents the State's best estimate for this RFQ.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFQ Issued		May 27, 2015
2. Disability Accommodation Request Deadline		June 1, 2015
3. Pre-Response Conference	2:00 p.m.	June 3, 2015
4. Notice of Intent to Respond Deadline		June 4, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	June 10, 2015
6. State response to written "Questions & Comments"		June 16, 2015
7. RFQ Technical Response Deadline	2:00 p.m.	June 23, 2015
8. State Completion of Technical Submittal Evaluations		June 30, 2015
9. State Issues Notice of Short-Listed Respondents		July 1, 2015
10. Interviews with Short-Listed Respondents		July 7, 2015 & July 8, 2015
11. Fee Proposal Deadline	2:00 p.m.	July 13, 2015
12. State Issues Notice of Intent to Negotiate and Commences Negotiations		July 14, 2015 – July 16, 2015
13. Executive Subcommittee Approval Sought		July 20, 2015
14. Contract Award		July 31, 2015

2.2. The State reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events, before the Notice of Intent to Negotiate, shall constitute an RFQ amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Respond (refer to section 1.3).

3. RESPONSE REQUIREMENTS

3.1. **Response Contents:** A response to this RFQ shall include a Technical Response to RFQ Attachments A through C.

3.1.1. Technical Response: The Technical Response has three (3) parts:

1. Mandatory Requirements: This section includes questions regarding the creditworthiness, licensing and business information that must be provided to ensure that the Respondent is an entity with whom the State could enter into a contract. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
2. General Qualifications & Experience: This section includes questions regarding general qualifications and experience that must be provided to demonstrate that the Respondent is qualified to provide PMAA services to the State. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
3. Technical Qualifications, Experience & Approach: This section includes questions regarding how the Respondent intends to provide services for the New State Museum Project. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.2. Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. The Technical Response must be delivered to:

Tammy Robbins, RFQ Coordinator
Department of General Services
William R. Snodgrass Tennessee Tower, 3rd Floor (Central Procurement Office)
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: (615) 253-7819

3.3. Response Format

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ. Additionally, Respondent shall complete the Proposal Package Cover Sheet, RFQ Attachment G, which is to be affixed to the outermost container of the response package

3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“SBC #529/050-01-2015 TECHNICAL RESPONSE ORIGINAL”

AND

Ten (10) copies of the Technical Response paper document clearly labeled:

“SBC #529/050-01-2015 TECHNICAL RESPONSE COPY”

AND

One (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“SBC #529/050-01-2015 TECHNICAL RESPONSE COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence. Any discrepancies between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.4. **Response Prohibitions:** A response to this RFQ should not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent; or
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) in the Technical Response.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. **Response Withdrawal**

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference SBC #529/050-01-2015 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Tammy Robbins, RFQ Coordinator
Department of General Services
William R. Snodgrass Tennessee Tower, 3rd Floor (Central Procurement Office)
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Phone: (615) 253-7819
Email: Tammy.Robbins@TN.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. Pamela Fitzpatrick is the Department of General Services/STREAM individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations. Pamela is located in the William R. Snodgrass Tennessee Tower, 22nd Floor 312 Rosa L. Parks Avenue and can be reached at Phone: (615) 253-2561 or via email at Pamela.Fitzpatrick@tn.gov.

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.
- 4.3.3. This RFQ is also subject to State Building Commission Policy and Procedure 12.02, and the Duties and Obligations of the State are subject to Policy 12.02.

4.4. **Respondent Required Review & Waiver of Objections**

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment H, *Pro Forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written “Questions & Comments Deadline.”

4.5. **Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

- 4.6.1. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.2. Respondents shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq). A contract

will not be awarded to a Respondent whose proposal is in conflict with the State of Tennessee licensing law.

- 4.6.3. At any time, the State may require the Contractor resulting from this RFQ to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as indicated in *Pro Forma* Contract, Attachment H, as may be specified by this RFQ. A failure to provide said documentation will be considered a material breach and grounds for contract termination.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. **RFQ Amendments & Cancellation**

- 4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (as amended, if amended), including its attachments.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment. The State will document in writing the reason(s) for any rejection of a subcontract, transfer or assignment.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Guide. The State will consider the information provided in a Respondent’s Technical Response and any clarifications in the evaluation of each Respondent’s Technical Response. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	30
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	35
Interview	35

The RFP Coordinator and the Evaluation Team (consisting of three (3) or more State employees) will use the RFQ Attachments A-D to manage the evaluation and maintain evaluation records.

5.2. Technical Evaluation Phases:

Phase I: The RFQ Coordinator will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis to determine if the Respondent is responsive and responsible. If the RFQ Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team’s determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by the Evaluation Team, , according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent’s Technical Response Points for RFQ Attachments B & C to attain the “Initial Technical Score”.

Phase III: Following the Phase II evaluation, a maximum of the five (5) highest scored Respondents having an Initial Technical Score of forty-nine (49) points or above shall be placed on a “Short List”. A copy of the Short List shall be sent to all Respondents. All Respondents on the Short List shall be invited to interview with the State evaluation team and its advisors. The Respondent’s interview team should only include the people that will work on this Project. The interview

response will be scored by the Evaluation Team, according to the Technical Response & Evaluation Guides, Interviews (See RFQ Attachment D).

The Evaluation Team will independently and subjectively assess and score the awarding a maximum of thirty-five (35) points to each Respondent based on the interview.

Each interview will be limited to no more than 1.5 hours. The format of the interviews will be:

Item 1 (Respondent Presentation) – Allocated time: 30 minutes

- a) Introductions of team members and structures.
- b) Clarify specific roles of key team members during each phase.
- c) Present one (1) of the case studies submitted in the RFQ response that the Respondent feels best demonstrates the ability to successfully complete this Project.
- d) Why should the State hire your team?

Item 2 (Discussion) – Allocated time: 1 hour

- a) Questions from the State.
- b) Questions / Answers / Discussion.

The points of each Short List Respondent from the interview will be added to the Initial Technical Score to attain each Short List Respondent's "Final Technical Score".

- 5.3. Fee Proposal: No later than the date specified in the Schedule of Events in Section 2 of this RFQ, the Short Listed Respondents will submit, in a sealed envelope to the RFQ Solicitation Coordinator, a proposed lump sum fee and corresponding payment schedule ("Fee Proposal") to be used as the basis of negotiations for the fee component of the contract. The Fee Proposal should be provided in the format that will be suggested by the State during the interview.
- 5.4. Negotiations: At the time specified in the RFQ Schedule of Events, the State shall issue to all Short List Respondents a "Notice of Intent to Negotiate" with the Respondent having the highest Final Technical Score (the "Highest Evaluated Respondent"). The remaining Short List Respondents will be listed in rank order on the Notice of Intent to Negotiate. The State shall then open the Fee Proposal submitted by the Highest Evaluated Respondent and commence negotiations with the Highest Evaluated Respondent for a mutually acceptable contract. Such negotiations may also include clarifications of the scope of services to be provided by the PMaA and contract terms.

Only the fee proposal from the Highest Evaluated Respondent will be opened. The State reserves the right to open the fee proposal of the next ranked Respondent and initiate negotiations should the State be unable to successfully negotiate a contract the Highest Evaluated Respondent. Additionally, should the State be unable to successfully negotiate a contract with the subsequent ranked Respondent, the State may proceed to the third ranked Respondent and so forth.

All negotiations will be documented for the procurement file and conducted in a manner that supports fairness and good faith.

The Respondent with whom the State has successfully negotiated a contract will be recommended to the executive Subcommittee for contract award.

5.5. Additional Evaluation Matters:

5.5.1. No notice issued by the State, including the notice setting forth the Short List, the Notice of Intent to Negotiate or the Notice of Intent to Award shall create rights, interests, or claims of entitlement in any Respondent.

5.5.2. Any contract award is subject to the approval of the State Building Commission.

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	A.3.	Detail the number of years the Respondent has been in business.	
	A.4.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.5.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.6.	The outermost container displays RFQ Attachment G..	
	A.7.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</p> <ul style="list-style-type: none"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage; <ul style="list-style-type: none"> I. Workers' Compensation and Employers' Liability, without restriction as to whether covered by Workmen's Compensation law shall be according to statute with Employer's Liability one hundred thousand dollars (\$100,000). II. Comprehensive Commercial General Liability , including Premises/Operations; Underground, Explosion, Collapse Hazard; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and, Personnel Injury (Employment Exclusion deleted). Each occurrence not less than three million dollars (\$3,000,000) and not less than five million dollars (\$5,000,000) aggregate. III. Business Automobile Coverage (including owned, leased, hired, and non-owned vehicles. If there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.) with a bodily injury/property damage combined single limit not less than five hundred thousand dollars (\$500,000) per occurrence. IV. Professional Liability Insurance for all employed Architects and Engineers with a limit of not less than three million dollars (\$3,000,000) per claim and five million dollars (\$5,000,000) in the annual aggregate. 	
	A.8.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.	
	A.9.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		relevant details.	
	A.10.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
	A.11.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	
	A.12.	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	
	A.13.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local)	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Provide a brief statement indicating your firm’s credentials to deliver the services required by this RFQ. Include number of employees, type of client base, and location of offices. Name the location of the office that is providing services.
	B.2.	<p>Provide no more than five (5) case studies including a completed Project Reference Form (RFQ Attachment F) for projects of similar scope and complexity, for which your company is providing or has provided PMaA services.</p> <p><u>Projects meeting some or all of the below are examples of types of projects that may be considered to be of similar scope and complexity:</u></p> <ul style="list-style-type: none"> • Buildings of similar size to this Project (130,000 square feet) • Museum projects • Art gallery projects • Public sector projects • Projects requiring coordination between exterior construction, interior fit-out and operations
	B.3.	<p>Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, current position with the Respondent, and employment history.</p> <p>Also, provide a personnel roster and resumes listing the names of the individuals who the Respondent will assign to provide back up support to the key team members.</p>
	B.4.	Provide a table that identifies the personnel named in B.3 that worked on any projects named in B.2, and their job titles for those projects.
	B.5.	<p>Provide documentation of the Respondent’s commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy.</u> Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships.</u> Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(i) contract description and total value;</p> <p>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)</p>
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
	C.1.	Provide a narrative that illustrates how the Respondent will: <ul style="list-style-type: none"> • Ensure on time delivery of the Project • Ensure delivery of the Project at or below budget • Ensure that the Project is well designed and constructed within the State's perimeters • Complete the delivery of scope of services (Attachment A of RFQ Attachment H)
	C.2.	To the extent not addressed in the response to C.1. above, provide a summary of challenges and risks that you see in this Project and your approach to addressing these challenges and risks.
	C.3.	Provide a narrative that illustrates how the Respondent will coordinate the startup and turnover of the completed museum building including system startup, final commissioning coordination, coordination with operations, exhibit setup and startup, and move management of the existing facilities and collections.
	C.4.	Provide a narrative on the Respondent's process for and experience in working with other team members on projects of this size and scope, such as architects, engineers, exhibit designers, exhibit fabricators, and construction managers or general contractors. How did you select the team members? What have you learned in the process?
	C.5.	Provide a summary of the specific experience, expertise or other characteristics that make your company the best qualified to provide PMaA services to the State on this Project
	C.6	Describe your project management system and project management strategy for this Project.
	C.7	Describe the structure of your project management plan
SCORE (for <u>all</u> Section C—Technical Qualifications, Experience & Approach Items above):		
		<i>(maximum possible score = 35)</i>
<i>State Use – Evaluator Identification:</i>		
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>		

INTERVIEW EVALUATION GUIDE

SECTION D: Interview

The evaluation team will consider responses during the interview. The team will be evaluating based on technical responses, ability to communicate, and the interaction of the team members.

RESPONDENT LEGAL ENTITY NAME:	
Interview Items	
<p>D.1. Respondent Presentation</p> <ul style="list-style-type: none"> Introductions of team members and structures Clarify specific roles of key team members during each phase Present one (1) of the case studies submitted in the RFQ response that the Respondent feels best demonstrates the ability to successfully complete this Project. 	
<p>D.2. Questions / Answers / Discussion</p>	
<p>SCORE (for Section D – Interview): <i>(maximum possible score = 35)</i></p>	
<p><i>State Use – Evaluator Identification:</i></p>	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>	

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

Project Reference Form

Project #

Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
Owner Name: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Contact Person's Name: _____ Title: _____	
Phone: _____ E-Mail: _____	

Project Information:

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Construction Start Date:	
Construction Completion Date:	
Project Square Footage (New):	
Project Square Footage (Renovation):	
Dollar Value of Construction: \$	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members)	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	
Public Sector Project:	Yes: _____ No: _____

Project Reference Form

Project #

Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
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A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFQ.

B. Describe challenges faced in the project and how those challenges were met to ensure project was completed in a manner that met the goals of the owner.

QUALIFICATIONS PACKAGE COVER ATTACHMENT

Request for Qualifications (RFQ)

for

Project Manager as Agent (PMAA) for New State Museum

Tennessee Contractor License Information
Or
Professional Registration

Any blank spaces may cause Proposal to be unacceptable and rejected.

Provide contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law. Provide all names as used for licensing or other legal transactions.

Respondent Identification:

Respondent
Address

Tennessee Contractor License information or Professional Registration:

License / Registration Number

License Classification(s) applicable to Project

License / Registration expiration date
Monetary Limit (if applicable)

SBC Project # 529/050-01-2015 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 529/050-01-2015

This Contract (the "Contract"), by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of project manager as agent services, as further defined in the "SCOPE OF SERVICES." Owner and Contractor are hereinafter collectively referred to as the "Parties".

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**. Contractor Place of Incorporation or Organization: **Location**
Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed in Contract Attachment A and shall meet all service and delivery timelines as specified by this Contract and Contract Attachment A.

B. CONTRACT PERIOD:

B.1. Contract Period. This Agreement is effective for the period commencing on the date of full and complete execution of this Agreement and shall conclude upon the expiration of the construction contracts managed under this Contract, but not sooner than sixteen months from the date of substantial completion of the construction of the new State museum. The Contractor acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The Owner reserves the right to extend this Contract for an additional period or periods of time. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Owner's maximum liability will also be affected through an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Owner under this Contract exceed **Amount in words** and No/100ths Dollars (**\$Amount in Numbers**). The payment rates, in Section C.3, shall constitute the maximum amount due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Owner. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Owner requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Section C.3. The Owner is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The lump sum fee liability of the Owner for services under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the Owner in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

**TO BE INSERTED UPON LUMP SUM FEE NEGOTIATION AND CORRESPONDING
PAYMENT SCHEDULE IN ACCORDANCE WITH RFQ SECTIONS 5.3 AND 5.4.**

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the Owner only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Ron Maupin
Department of Finance and Administration
Office of Business and Finance
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 20th Floor
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Contract Number SBC Project No. 529/050-01-2015
- (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
- (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
- (6) Contractor Name;
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
- (9) Contractor Remittance Address;
- (10) Description of Delivered Service;
- (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
- (12) Further, the monthly invoices will include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, the total amount due the Contractor for the period involved, each project expenditure to-date, total expenditures to date and balance of funds remaining in the contract.

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and

- (4) initiate the timeframe for payment (and any discounts) only when the Owner is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Owner shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the Owner under this Contract until the Owner has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the Owner an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Owner. By doing so, the Contractor acknowledges and agrees that, once said form is received by the Owner, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the Owner a "Substitute W-9 Form" provided by the Owner. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The Owner is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3. Termination for Convenience. The Owner may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Owner's exercise of its right terminate this Contract for convenience relieve the Contractor of any liability to the Owner for any damages or claims arising under this Contract.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this

Contract ("Breach Condition"), the Owner shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by virtue of any Breach Condition and the Owner may seek other remedies allowed at law or in equity for breach of this Contract.

- D.5. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services provided under this Contract without obtaining the prior written approval of the Owner. If such subcontracts are approved by the Owner, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the document at Exhibit A, hereto, semi-annually and at the beginning of each phase, as described in C.3, during the period of this Contract. If the Contractor is a party to more than one contract with the Owner, the Contractor may submit one attestation that applies to all contracts with the Owner. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to

- perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Owner.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.9. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.10. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.14. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in this Contract. In no event will the Owner be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The Owner's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.15. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that

the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the Owner of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Owner within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. Contractor will not increase its charges under this Contract or charge the Owner any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.16. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Owner and hold it harmless for any costs to the Owner arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.21. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Owner to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the Owner to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the Owner in any legal matter, as the right to represent the Owner is governed by Tenn. Code Ann. § 8-6-106.

- D.22. HIPAA Compliance. The Owner and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the Owner that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the Owner, including cooperation and coordination with Owner privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The Owner and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Owner and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the Owner and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Owner because of the violation.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and,
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the Owner if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier

service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

State Employee

Department of General Services

Real Estate Asset Management

312 Rosa L. Parks Avenue

W. R. Snodgrass Tennessee Tower, 24th Floor

Nashville, Tennessee 37243

State Employee E-Mail Address

Telephone (615) State Employee Phone Number

The Contractor:

Contactor Name & Title Firm Name

Address

City, State Zip

Email Address

Telephone # Number

FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate this Contract upon written notice to the Contractor. The Owner's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the Owner. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Owner terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Owner and for all satisfactory and authorized services completed as of the termination date. Should the Owner exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- E.4. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Owner under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the Owner as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the Owner within thirty (30) days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

- a. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):

Workers Compensation: according to statute

Employer's Liability: \$100,000

- b. Commercial General Liability, including:

Premises / Operations; Underground, Explosion, Collapse Hazard; Products / Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury (Employment Exclusion deleted)

Combined single limits for bodily injury and property damage:

Each Occurrence: \$3,000,000

Aggregate: \$5,000,000

Products and Completed Operations to be maintained for one year after final payment due under this Contract.

- c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

- d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: \$3,000,000

Aggregate: \$5,000,000

E.7. Contractor Additional Requirement. The following are additional requirements of this Contract:

- a. The Contractor shall not be permitted to perform architectural, engineering or construction services or engage in any other activity, except any employment, or provide any services that would, in the reasonable opinion of the Owner, appear to compromise the Contractor's judgment or services provided under the Contract;
- b. The Contractor shall maintain a local office within Davidson County for the duration of this Contract; and,
- c. The Contractor, as soon as practicable after execution of this Contract shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Contractor's proposed key staff members, the Owner may reply to the Contractor in writing stating (a) whether the Owner has reasonable objection to a proposed key staff member or (b) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Contractor shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Contractor shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed. One of the key staff members shall be a representative authorized to act on behalf of the Contractor with respect to the Project.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

EXHIBIT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	529/050-01-2015
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

Contract Attachment A

Project Manager as Agent Performance Specification

SBC Number 529/050-01-2015

A. SCOPE OF PROJECT SERVICES

The Contractor shall provide Project Manager as Agent (“PMaA”) services for the new State Museum project (the “Project”) necessary to deliver Project on time and within budget. Contractor shall act as an agent and representative of the Owner on the Project and shall provide all services requested herein and all other services typically provided by a PMaA for a project of this type, subject to any specific limitations set forth herein. These services will include, but are not limited to, planning support, design management, construction project management, project controls services, transition between construction and facility operation, administration and compliance monitoring of funds, project closeout, or other related professional services.

1. The PMaA shall perform its services consistent with the skill and care ordinarily provided by PMaAs providing services for projects of the same or similar scope. The PMaA shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
2. The PMaA shall manage the contracts used in the performance of the Project and coordinate the services provided through those contracts. The PMaA shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The PMaA shall provide prompt written notice to the Owner if the PMaA becomes aware of any error, omission, or inconsistency in such services or information.

B. SPECIFICALLY REQUIRED SERVICES

1. **General**
 - a. The PMaA shall have authority to act on behalf of the Owner only to the extent provided in this Contract Attachment A. The PMaA shall coordinate related aspects of other contracts procured for or used in the performance of this Project.
 - b. The PMaA shall provide the Owner with a preliminary evaluation of the Owner’s program, schedule, and construction budget requirements, each in terms of the other.
 - c. The PMaA shall assist the Owner in reviewing the qualifications of, and in selecting and retaining, the construction manager, designer, exhibit designer and exhibit fabricator for the Project.
 - d. The PMaA shall develop a strategy, procedure, and schedule for obtaining the required reviews and approvals of authorities having jurisdiction over the Project
 - e. The PMaA shall monitor reports and manage projects/professional services to identify risks and ensure delivery within the established schedule, and cost parameters, and in compliance with quality assurance requirements, and, shall provide timely project professional service communications.
 - f. The PMaA shall coordinate the Owner’s High Performance Building requirements (HPBr) and Building Information Modeling standards (BIMs).
 - g. The PMaA shall coordinate the move from the existing museum facility.
 - h. The PMaA shall assist in coordinating furniture, fixtures and equipment procurement and installation.
 - i. The PMaA shall assist Owner in Project financial and programmatic audits.
 - j. The PMaA shall set up and maintain a web-based file sharing site to be used to received, store and distribute all Project documents and communications.

- k. The PMaA shall set up and maintain a project management system to be used to include all desirable and required information related to the Project to allow the Project participants to function easily and effectively.
- l. The PMaA shall be responsible for entering all Project information into Owner's tracking system (Archibus).

2. **Project Management Plan**

The PMaA shall develop and document a Project Management Plan, and shall obtain Owner's approval of the Project Management Plan and any subsequent revisions to the Project Management Plan. The Project Management Plan shall include recommendations for the management of the Project, including a description of, and requirements pertaining to, the following:

- a. Project management approach and organization;
- b. Procurement strategies and procedures, including strategy for procurement of services and goods, and including strategy for affirmative action or diversity planning;
- c. Oversight of design process guidelines, including coordination and permit process;
- d. Project communication procedures, including systems, meetings, reporting, investigation, and records;
- e. Authorization processes and procedures, including administrative approval processes, responsibilities, and key documentation for: (i) professional services and preconstruction services; (ii) Project construction procurement, contracting, notice to proceed, and Change Orders; (iii) payment certification; and, (iv) Project closeout;
- f. Coordination and monitoring Project control of items including, but not limited to, contract analysis, cash flow analysis, cost estimating, constructability reviews, value engineering, scheduling, requisition approval, preparation of comprehensive project budgets, management of invoices, contracts, change orders, and amendments;
- g. Oversight of construction process guidelines, including preconstruction and construction administration services, construction phase services, commissioning services, and Project closeout services;
- h. Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties in accordance with existing Owner policies; and,
- i. Transition and move management plan.

3. **Monthly Project Report**

On a monthly basis, or as otherwise agreed to by the Owner, the PMaA shall compile and present a Project Report in form and substance acceptable to Owner. The Project Report shall include the following:

- a. A summary update of the Project status, including photographs to document the progress of the Project;
- b. An updated Project Schedule;
- c. Actual and anticipated costs related to the Project;
- d. Cost and payment reports for each consultant and construction contract being managed by PMaA;
- e. Updated cash flow projections;
- f. Tests and inspection reports;
- g. A status report of nonconforming and rejected Work;
- h. Proposed and approved Change Orders;
- i. Any actual or potential claims pertaining to the Project; and,
- j. A status update of the contractor's submittals.

4. **Project Budget Control**

- a. The Owner has established a budget for the Project, and the PMaA and the Owner shall collaborate to prepare a detailed Project Budget, which shall include the costs for the PMaA's services, the costs for the services of the Owner's other consultants, the costs for design and construction of the Project, reasonable cost contingencies, and additional cost projections and information as necessary. The Owner shall review and approve the detailed Project Budget in writing. On a monthly basis, or as otherwise agreed to by the Owner, the PMaA shall update and provide reports on the detailed Project Budget. The PMaA shall organize the detailed Project Budget in a manner that will allow costs to be tracked using the Project Management Information System.
- b. The PMaA shall implement a system of budget and cost controls to assist the Owner in the management of Project costs. The PMaA shall prepare cash flow projections of costs for the Project.
- c. The PMaA shall share information regarding the Project Budget with the Owner's consultants as authorized by the Owner.
- d. The PMaA shall report the impact on the Project Budget of contracts and Modifications proposed by the Owner and the Owner's consultants and contractors.

5. **Project Schedule Control**

- a. The PMaA shall coordinate with Project participants a Project Schedule showing priorities, sequences, durations, and responsible parties, for major design, pricing, construction, and Owner activities. The Project Schedule shall also identify critical milestone dates and schedule contingencies. As the Project progresses, the PMaA shall update the status and expand the level of detail of the Project Schedule. The Project Schedule shall also incorporate or identify:
 - i. dates for approvals and permits;
 - ii. the design and construction schedules, including dates of commencement and completion, and other Project milestones;
 - iii. Project components that need to be ordered or procured by the Owner, if any; and,
 - iv. the Owner's occupancy requirements and any portions of the Project having occupancy priority.
- b. The PMaA shall provide recommendations for sequencing and phasing to meet overall Project objectives.
- c. The PMaA shall monitor and report on the progress of the Project and advise the Owner of observed deviations from the Project Schedule or key milestones that may impact Substantial Completion or final completion. The PMaA shall consult with the Owner and the Owner's consultants and contractors and shall assist the Owner in developing recovery plans when the schedules or objectives are not being met. The PMaA shall include the reports in the file sharing site.

6. **Project Quality Control**

- a. The PMaA shall coordinate quality control guidelines in design, construction and fabrication with the Project participants.
- b. The PMaA shall confirm that the construction contractor and fabrication teams have each prepared a quality assurance and safety plan.
- c. The PMaA shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors and shall follow up to confirm the addressing of all such deficiencies.
- d. The PMaA shall review all submissions to the Owner for completeness, and shall make recommendation to the Owner about approvals.

7. **Construction Contract Administration Services**

- a. The PMaA shall provide on-site representation during construction.

- b. The PMAA shall provide a staffing plan to include sufficient representatives who shall be in attendance at the Project site.
 - c. The PMAA shall generally observe that the Work of the contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and designer in writing of observed defects and deficiencies in the Work.
 - d. The PMAA shall review the applications for payment and provide written recommendations, if any, to the Owner.
 - e. The PMAA shall review requests for information regarding the Contract Documents and provide written recommendations to the Owner.
 - f. The PMAA shall review requests for changes, shall assist the Owner and designer in evaluating and negotiating proposals, and shall submit written recommendations to the designer and Owner. Upon request by the Owner, the PMAA will prepare Change Orders and Construction Change Directives for approval by the Owner and provide written comments regarding any questions or concerns the PMAA has regarding the Change Orders or Construction Change Directives.
 - g. The PMAA shall become generally familiar with the daily logs and other similar relevant data, and provide written comments to the Owner regarding any questions or concerns the PMAA has regarding the daily logs or other data.
 - h. The PMAA shall review whether the Work, or a designated portion thereof, is substantially complete and provide its written recommendations to the Owner and designer. Upon the completion of the Work, the PMAA shall review the Work for completeness and provide written recommendations to the Owner.
 - i. With the designer and the Owner's maintenance personnel, the PMAA shall observe the final testing and start-up of utilities, operational systems and equipment, and determine that commissioning is completed as the Contract Documents may require, and that all commissioning items are being appropriately addressed.
 - j. The PMAA shall facilitate scheduling and training the Owner's operations and maintenance personnel on all completed work.
8. **Post Construction Services**
- a. The PMAA shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and Project close-out. The PMAA shall confirm the Owner receives all keys, manuals, record drawings, and maintenance stocks as required by the contract.
 - b. The PMAA shall review the final application for payment and provide written recommendations, if any, to the Owner and designer.
 - c. Upon request of the Owner, and prior to the expiration of the one year warranty period from the date of substantial completion, the PMAA shall, without additional compensation, attend a meeting with the Owner to review the facility operations and performance.
9. **Other Services**
- a. The PMAA shall schedule and conduct meetings with the necessary Project participants to coordinate the progress of the Project. The PMAA shall also prepare minutes of such meetings, and shall include its meeting minutes, as appropriate, in the file sharing site.
 - b. The PMAA shall assist and advise the Owner on the evaluation of subcontractors and material suppliers proposed by the contractor.
 - c. Upon the written request of the Owner, the PMAA shall evaluate and provide input to the Owner on claims arising out of the Project.

- d. The PMA shall prepare for, and attend at, public presentations, meetings, or hearings.