



AGC EDUCATION & RESEARCH **FOUNDATION**

Request for Proposal for Development of Construction Case Studies

1. Summary

The Associated General Contractors Education and Research Foundation (Foundation) is soliciting proposals for the development of educational case studies related to the following topics:

- *Reacting to Project Scope Reduction during Pre-Construction Planning*
- *Collaborative Problem-Solving during Pre-Construction Planning (Cost, Schedule, and Safety)*
- *Management of Construction Project Close-Out*

The context for each case study should relate to the role of a project manager or superintendent employed by a general contractor. The objective is to develop case studies that can be used by university professors in construction education programs and construction contractors in professional education programs. Institutions or individuals may submit more than one proposal, but each proposal should only address one of the topics listed above. Institutions or individuals whose proposals are accepted will be offered contracts for the development and delivery of case studies. The Foundation reserves the right to accept or reject any or all proposals and to award one or more contracts that are in the best interest of the Foundation.

2. Target Audience

The target audience for the case studies would be both undergraduate and graduate students enrolled in construction education programs and working professionals engaged in continuing education programs. These case studies would supplement primary instructional materials to provide students with an opportunity to engage in critical thinking, analysis, and decision-making related to issues associated with the planning and management of construction operations.

3. Case Study Guidelines

a. Introduction

A case study is a written description of a problem or situation in a construction setting. The case study provides only the facts of a story arranged in chronological sequence, not an analysis of the situation. The purpose of a case study is to place participants (students) in the role of decision-makers, asking them to analyze the information provided and to formulate strategies and policy recommendations for handling the situation. Most case studies depict real situations, with data disguised. However, sometimes a case study may be based on a fictional, but realistic, situation.

Case studies are not intended to be comprehensive or exhaustive. Most are snap shots of a particular situation within a complex construction environment. The focus of a case study is on a decision-maker at the point of a major decision. The information provided is only that which was available in the real situation on which the case study is based. The case study should not present a solution. Instead, it provides a basis for students to analyze facts and details, develop an appropriate strategy, and defend that strategy in a group discussion. A case study should seem difficult. This will cause the students to think critically and recognize a need for additional information. It creates a realistic situation in which students must make decisions under uncertainty.

A good case study has the following three attributes:

- It presents a project management or leadership issue calling for resolution or action.
- It places the student in the decision-maker's position to assure involvement in the learning process.
- It is as brief as possible, presenting only the essential facts to minimize the amount of reading time.

b. References

Proposers should review existing case studies published by the Foundation at https://store.agc.org/Store/CSI/Store/Product_List_Education_Foundation.aspx prior to developing their proposals. These completed case studies provide examples of the type of case studies that the Foundation is seeking. If you have not already set up an AGC account, you will need to “create a new account” where you will also create a personal password. Creating a new account is free-of-charge. Scroll down the Education Foundation menu to find existing case studies. Once submitted to the cart, your selected case studies will be sent to your registered email free-of-charge.

c. Case Study Components

Each case study consists of two documents:

- The first document (Case Study) (no more than about 15 pages in length) identifies specific student learning objectives, describes the problem or situation to be addressed, and provides the relevant data and student activities or requirements.

- The second document (Instructor Notes) (no more than about 10 pages in length) is for the course instructor or facilitator and contains the following information:
 - Case Study Theory and Background
 - Responses to Questions or Requirements posed in the Case Study
 - Supplemental Classroom Material (if appropriate)

d. Case Study Team

The successful case study team will consist of the following members:

- A lead faculty member who has background and/or technical expertise in the topic area. This individual typically performs the research and writes the Case Study and Instructor Notes.
- A management representative from an AGC member company who has access to the information that serves as the basis for the case study. This individual facilitates acquisition of the needed information and participates in developing and reviewing the case study.

4. Project Details

Proposers selected for a development contract will be expected to prepare a detailed case study outline and submit it to the Foundation for review and approval. Once the outline is approved, the developer will be asked to complete a draft of the case study to submit to the Foundation for review and approval. Once the draft is approved, the final case study will be developed and submitted to the Foundation for publication. The case studies should present a complex situation requiring students to spend considerable time evaluating presented information, crafting potential strategies for addressing the situation presented, and formulating their recommended solutions. Actual company names may be used at the discretion of the developer, but fictional names may be used if desired. ***It is required that each case study be pilot tested in a classroom setting prior to submission of the final draft. Issues identified in the pilot test are to be addressed in the final draft of the case study.*** The pilot test may be conducted by someone other than the study authors, in fact, this may be a preferred way to obtain independent feedback on the case study content.

5. Budget

The budget for a single case study will be \$9,000, which will be payable based on the submission of the following deliverables:

- Detailed case study outline - \$1,000
- Draft case study - \$6,000
- Final case study - \$2,000

6. Schedule and Deliverables

- This solicitation is dated March 1, 2021.
- Proposals are due no later than 5:00 p.m. EDT, June 18, 2021.
- Proposals will be evaluated immediately thereafter. During this time, the review committee may have questions regarding individual proposals and request additional information.
- Proposers selected for contracts will be notified by October 1, 2021.
- All proposers not selected for contracts will be notified by October 8, 2021.
- Once a contract has been signed, the case study developer will be expected to submit a detailed case study outline within 90 days.
- Once the case study outline has been approved, the case study developer will be expected to submit the draft case study within five months.

7. Criteria for Selection

Proposers may be educational institutions or individual faculty members. In either case, *the proposed development team must include a management representative from an AGC member company*. The primary criteria for award will be focus and quality of the described case study and the experience of the proposed development team.

8. Terms and Conditions

Proposers selected for receipt of a development contract will be expected to execute the contract shown in Appendix A for the development and submission of the case study.

9. Response Package

Proposals submitted in response to this solicitation must be submitted no later than 5:00 pm ET June 18, 2021 to

Courtney Bishop
Program Director, AGC Education and Research Foundation
Associated General Contractors of America
2300 Wilson Boulevard, Suite 300
Arlington, VA 22201
Courtney.Bishop@agc.org

Each proposal must include;

- The names and qualifications of the proposed team including the name of the AGC member company

- The specific learning objectives of the proposed case study.
- A complete description of the proposed case study and the type of information available to support its development.
- A plan for pilot testing the use of the case study in a classroom setting prior to submission of the final draft for Foundation review.
- A proposed schedule for submission of the each of the three deliverables described in Section 4.
- A commitment to execute the case study development contract with the Foundation.

AGC Education and Research Foundation

CASE STUDY DEVELOPMENT CONTRACT

This agreement (hereinafter “Agreement”) is made on this ____ day of _____ in the year _____, (hereinafter “Effective Date”) by and between The AGC Education and Research Foundation (hereinafter “Foundation”), with offices located at 2300 Wilson Boulevard, Suite 300, Arlington, Virginia 22201, and [insert name] _____ (“Author”), with offices located at [insert address] _____.

WHEREAS, Foundation wishes to engage Author to develop, write and provide Foundation with a case study in accordance with the proposal attached hereto as Exhibit A (“Case Study”);

WHEREAS, Author either possesses or has access to the knowledge, skills and abilities necessary to develop such Case Study, and wishes to do so, on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the preceding premises and the mutual covenants contained herein, Foundation and Author (the “Parties”) agree to the following:

1. Basic Terms of Engagement. Author will develop the Case Study and convey the copyright to such work to the Foundation in accordance with this Agreement.

1.1 Author will perform all services that this Agreement requires of it in a professional manner, with due diligence and skill, using personnel whose skills and experience are appropriate for the tasks to be performed, and to Foundation’s reasonable satisfaction.

1.2 Before Author incorporates any work originated by any third party (including but not limited to any graduate student) into the Case Study, Author will acquire one of the following from the owner of the copyright to such work: (1) a perpetual, royalty-free, transferrable and worldwide license to all copyright privileges to make use of such work, or (2) the copyright itself.

1.3 Author represents and warrants the following:

1.3.1 Author possesses or has access to all subject-matter expertise that Author requires to develop the Case Study;

1.3.2 The Case Study will not infringe on any personal or property right of any third party, including but not limited to any copyright belonging to any third party;

1.3.3 All statements that the Case Study asserts as fact will be either true or based on reasonable research for accuracy.

2. Changes in Scope. At any time, Author may propose to amend or modify the scope of the Case Study as follows: Author will submit, via email, a detailed written proposal, including cost implications, to the Foundation’s primary point-of-contact. The Foundation shall then have the sole discretion to decide whether to amend or modify the scope of the Case Study, as proposed.

3. Deliverables. By the deadlines set forth in this Agreement, Author will deliver a detailed outline for

the Case Study, a draft of the completed Case Study and the final text of the Case Study (collectively, the “Deliverables”) to the Foundation. The draft and the final Case Study will include (1) a written description of the problem or situation, and all relevant data, that form the core of the Case Study, and (2) a written teaching guide that will, in turn, include the teaching objectives of the Case Study, assignment questions for students, the Case Study theory and background, an analysis of alternative strategies, and if appropriate, supplemental classroom materials. Author will deliver both the draft and the final Case Study to the Foundation in Microsoft Word.

4. **Delivery Schedule.** Author will deliver the Deliverables to the Foundation by the following deadlines [insert dates]:

| Deliverable | Delivery Deadline |
|---------------------------------|--------------------------|
| Detailed Outline for Case Study | |
| Draft Case Study | |
| Final Case Study | |

5. **Compensation.** Foundation will compensate Author for performing in accordance with this Agreement as follows [insert amounts]:

| Milestone | Amount Due |
|---|-------------------|
| Delivery of a Detailed Outline for Case Study | |
| Delivery of the Draft Case Study | |
| Delivery of the Final Case Study | |

5.1 The Parties agree that such compensation is full, complete, and inclusive of all of Author’s direct and indirect costs and expenses of meeting its obligations under this Agreement.

5.2 At each milestone in the preceding schedule, Author will invoice Foundation for the compensation then due to Author. All properly invoiced and undisputed amounts will be due within twenty-one (21) days of Foundation’s receipt of an invoice for same.

6. **Contract Administration.** Courtney Bishop or her designee will serve as the Foundation’s primary point-of-contact, and will have and retain the authority to administer this Agreement on behalf of Foundation on a day-to-day basis, but she will not have the authority (i) to authorize additional work or (ii) to amend this Agreement.

7. **Property Rights.** Foundation and Author intend this Agreement to be a contract for services, and each considers the results of the services that the Author renders under this Agreement to be works made for hire, as that term is defined in Section 101 of Title 17 of the United States Code (the “Copyright Act”). Author acknowledges and agrees that the Deliverables and all components thereof, and all rights therein worldwide, including but not limited to the copyright, are the sole property of the Foundation. If all or any part of any Deliverable is deemed not to be a work made for hire, then the Author shall and hereby

does sell, assign, and transfer to Foundation and its successors and assigns the entire right, title and interest in and to the worldwide copyright in the Deliverable. Consistent with the preceding, Author also sells, assigns and transfers to Foundation any and all rights that Author acquired in or to any third-party works incorporated into any one or more of the Deliverables.

- 8. Indemnification.** Author will indemnify and hold Foundation (and its affiliates and their respective officers, directors, agents and employees) harmless from and against any and all claims, losses, liabilities, costs, damages, deficiencies, expenses, suits, actions and judgments (including but not limited to reasonable attorneys' fees and court costs) arising out of any allegation, claim or judgment that the Case Study or any component thereof infringes on any copyright or any other property or personal right belonging to any third party.

- 9. Early Termination for Cause.** Either Party may terminate this Agreement at any time by giving the other Party at least fourteen (14) days' written notice of early termination if (i) the other Party is in breach of any material term or condition of this Agreement, (ii) such notice identifies the specific acts or omissions causing the notified Party to be in breach of any such term or condition, and (iii) the notified Party fails to cure the cause of its breach to the notifying Party's reasonable satisfaction within such period of fourteen (14) days.

- 10. Miscellaneous.** No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties. This Agreement will be construed and interpreted according to its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting or causing this Agreement to be drafted. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement, to any third party without the other Party's prior written consent. Nothing contained in this Agreement will be deemed or construed to create a joint venture or partnership, or an employer-employee, master-servant, franchisor-franchisee, or agency relationship of any kind between the Foundation and Author. Each Party will be deemed an independent contractor of the other. Author will be responsible for payment of all federal, state and local taxes arising out of all services and goods provided to Foundation under this Agreement, including but not limited to all federal and state income taxes and all self-employment taxes. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

AGC Education and Research Foundation
By: _____
[Name] _____
[Title] _____
Date: _____

Author: _____
By: _____
[Name] _____
[Title] _____
Date: _____

Exhibit A

[Proposal]