

# CONSTRUCTION MANAGER AT-RISK REQUEST FOR PROPOSAL

#### **OWNER:**

ABSENTEE SHAWNEE TRIBAL HEALTH AUTHORITY

# **PROJECT:**

LAHC AHU INSTALLATION
LITTLE AXE HEALTH CENTER, NORMAN, OK

# **ISSUE DATE:**

September 4, 2024

# PROPOSAL DUE DATE AND TIME:

Proposals shall be submitted no later than: September 19, 2024, at 3:00 PM CST

# **SUBMIT PROPOSAL TO:**

Proposals shall be submitted to:
Connect Advisors
Attn: Allison Howison
Email: proposals@connect-advisors.com
104 S Missouri Ave, Suite 204
Claremore, OK 74017

# **OPTIONAL SITE WALK DATE AND TIME:**

September 11, 2024, at 1:00 PM CST

#### **SECTION 1: GENERAL INFORMATION**

# 1.1 Introduction

The Absentee Shawnee Tribal Health Authority ("Tribe" or "Owner") has engaged Connect Advisors as their Owner's Representative ("O.R.") firm for the LAHC AHU Installation ("Project"). Connect Advisors is seeking proposals from qualified construction management firms ("Firm") to provide Construction Management At-Risk ("CMAR") services to the Owner in the development and construction of the Project.

All Firms are encouraged to review each section of the following document carefully and respond promptly to be considered for this project. Owner has the right to reject any Proposals not properly delivered. The CMAR firms will be reviewed and ranked based on all information presented in the Proposal to determine which firm has the best combination of Firm qualifications, staffing qualifications, Project approach, most competitive Fee proposal, and additional criteria as necessary to display their ability to best deliver the Project to the Owner.

This RFP is not an offer to enter into a contract but is merely a solicitation of entities interested in submitting a Proposal to the Owner for the Project.

#### **SECTION 2: PROJECT INFORMATION**

# 2.1 Project Location

The Little Axe Health Center is located at 15953 Little Axe Drive, Norman, Oklahoma 73026.

# 2.2 Project Description

The current Little Axe Health Center has recently been expanded and remodeled, including a second story core and shell space above their new Primary Care department. An AHU was not originally included in the design, but now the Owner is ready to install an AHU for this space. The AHU has already been purchased through Streets Mechanical and is scheduled to arrive in the first part of December 2024. Trane is to be utilized for the controls system and installed in such a way that it works with the existing systems management software. All work that is completed must be performed in a way to keep the existing warranties in place. A list of subcontractors that were involved in the most recent expansion project will be made available after firm selection.

The Architect of Record is James R. Childers Architect. The structural engineer is Foy Consulting & Engineering, who will be making the necessary structural changes to accommodate the AHU. Mechanical and Plumbing plans are included in this RFP under Attachment A.

This RFP is requesting CM services to manage the installation of the new AHU and associated structural, MEP, and interior work.

#### 2.3 Scope of Services

**2.3.1** The Firm will be responsible for providing CMAR services related to the preconstruction and construction phases of the Project as identified, but not limited to, the following:

#### 2.3.2 Preconstruction Activities:

- .1 <u>Staffing</u>: The Firm shall provide the proper number of qualified staff members as necessary to competently and fully manage all Pre-Construction services.
- Budgeting: The Firm must work with the Project Team to develop a project budget. This budget shall include sufficient identification and clarification as to the Scope-of-Work included and specifically excluded by the Firm. Estimate should include quantities and unit prices for each item of work where applicable.
- Project Logistics and Safety: The Firm must work with the Project Team to determine how ingress/egress plans may impact operations and what operational needs there may be necessitating specific ingress/egress plans. The Firm must develop a project specific safety plan to be incorporated into all bidding documents. The Firm must develop, and submit for approval, a site logistics plan that will ensure the most appropriate, safe, and efficient means to managing the constraints of the site, and adjacent to site, throughout the duration of the construction phase is accomplished.
- Scheduling: After the project has been awarded, the Firm shall immediately draft, present, and gain Owner approval on an overall Master Project Schedule that fully details the preconstruction process, GMP process, commencing construction, and all construction activities up through, and to, Final Completion. This Master Project Schedule shall also adequately identify the details related to the construction phase, including all key milestones, completion of separate areas of the Project, and a clear identification of all project turnover and close-out activities including (in no particular order), testing, commissioning, punch lists completion, Owner move-in, Owner occupancy, substantial completion, and final completion
- .5 <u>Meeting Management</u>: The Firm must properly plan, manage, and document all meetings with the Project Team as necessary to properly complete the CMAR services.
- Reporting: The Firm must provide all reports related to the CMAR services in an organized and detailed manner to the Project Team
- of the proceed with the bidding process to obtain the GMP(s). This includes the preparation, development and distribution of all bid packages including project specific general and supplementary conditions items. The Firm will conduct pre-bid and post-bid meetings with trade contractors to ensure that all bids are complete and fully responsive. After receiving and analyzing contractor bids, the Firm will present a detailed GMP proposal and packet (with all associated back-up and exhibits) to the Owner along with making bid-package award recommendations.

- Permitting: Coordinate with various departments of the Tribe along with other agencies, utility companies, etc. as needed to ensure all necessary permits, coordination, and approvals are in place prior to commencing construction so as to promote a seamless and efficient management of the construction phase.
- .9 The Firm is to provide additional CMAR services required by contract, by the Owner's Representative, or as necessary to provide appropriate and timely management of the Project.

#### 2.3.3 Construction Phase Services:

- .1 Staffing: The Firm shall provide the proper amount of qualified full-time, onsite staff to competently manage and ensure full compliance of all aspects of the Project. This includes staffing throughout the duration of the construction phase as well as appropriate management throughout all necessary project close-out activities.
- .2 <u>General Conditions</u>: The Firm shall be responsible for performance and administration of all general conditions on the project.
- .3 Meetings and Communication: The Firm shall schedule and conduct regular construction progress meetings with the Owner, Owner's Rep and Architect and specially called meetings throughout the progress of the work as needed. Prepare and distribute meeting minutes for all parties. Provide virtual communication options for meeting participants not able to attend progress meetings in person. Maintain, throughout the course of the Project, satisfactory and timely communication with the Project Team. The Firm will take direction from and seek input from the Project Team at appropriate times and intervals and will report to the Project Team throughout the Project.
- .4 <u>Project Reporting</u>: The Firm shall log construction activities and photos in a daily report sent to the Project Team. Further detailed project reporting will be required on a weekly and monthly basis which will include (at a minimum) sections for detailed reporting on schedule, budget, material procurement, submittal, RFI, safety, quality control, and other project updates as deemed necessary by the Firm and/or the Project Team.
- .5 <u>Budget Management</u>: The Firm shall provide thorough, detailed, and consistent management of the Project's CMAR budget throughout the course of the construction phase. The Firm is to provide adequate, timely, and transparent reporting to the O.R. and Project Team as needed to ensure all GMP funds and budgets are being properly managed. Provide additional budget reporting with the monthly billing, such as project buyout status, subcontract execution status, and allowance reconciliation. Provide on-going management, reporting, and transparency related to all Contingency Management and Change Management. Ensure changes are incorporated into

- the project budget and monthly billing to maintain accurate reporting of total project costs.
- .6 Project Accounting: The Firm shall prepare and submit monthly project billings in a format acceptable to the Owner. The Firm is responsible for gathering all trade contractors and suppliers' invoices to incorporate into the monthly billing in an organized and quality manner. The firm is responsible for properly tracking, obtaining, and submitting all necessary lien waivers for all associated contractors and vendors as required. The Firm is to comply with any monthly draw requirements as set forth by the Owner's Lender.
- .7 Schedule: The Firm shall provide on-going schedule management and regular updates to the Owner. This includes weekly look ahead schedules as well as regular updates, and continued detailing of activities, on the master project schedule. Solicit trade contractor input to incorporate into the master schedule. Develop recovery schedules when critical path or milestone dates may be or are negatively impacted. All schedule updates shall be accompanied with an adequate summary and narrative that provides sufficient clarity related to changes and additions that are included. All schedules shall properly identify any Owner activities, or activities outside the control and scope of the Firm, to ensure complete clarity is provide at the appropriate time to allow for proper management and completion of each activity as to not disrupt the flow of the Firm's delivery of the Project.
- .8 <u>Bonds and Insurance</u>: The Firm shall be able to provide full Payment & Performance Bonds for the full value of the GMP. The Firm shall insure the construction is completed in full accordance with regulations of the contract, the Tribe, and additional regulations related to the project. The Firm shall obtain appropriate certificates of insurance from all trade contractors and suppliers as needed to be in compliance with the requirements of the contract.
- .9 <u>Construction Administration</u>: The Firm shall provide on-going management and reporting of Construction Administration activities such as submittal review process, RFI management, material delivery management, on-site inspections, etc. Ensure all requests for information and submittals are reviewed and forwarded to the Design Team in a timely manner. Arrange for procurement of all manpower, materials and equipment required to complete the project.
- .10 Quality Control & Assurance: The Firm shall provide on-going management and reporting of a thorough and sufficient Quality Control and Quality Assurance program. Inspect and document all materials and workmanship to ensure compliance with the plans and specifications. This Quality Control and Quality Assurance program is to fully identify how non-conforming work (as identified by the Firm's team, subcontractors, Design Team, O.R., or other involved entities) is to be properly documented, reported, and brought to resolution.

- .11 Safety: The Firm shall provide complete and thorough management of all safety programs and best practices throughout the course of the project. This shall include composing, implementing, and continual management of a fully inclusive, and site-specific, safety plan on the Project. Maintain safe work site for all participants. Ensure compliance with all local, state, and federal safety regulations.
- .12 <u>Site Logistics</u>: The Firm shall provide continued management of the Site Logistics plan as developed during the preconstruction phase. All regular and necessary updates to this plan shall be properly documented and reported to the Project Team prior to proceeding with any modifications to the previously approved logistics plan.
- .13 Permits and Inspections: The Firm shall address all federal, state, and local construction permitting requirements and pay all associated fees as associated with the contract. Obtain Approval of Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and Authorities Having Jurisdictions (AHJ's) which is specifically to include the building Certificate of Occupancy. The Firm is to provide timely and sufficient coordination with the O.R. to properly identify and resolve any additional permitting or inspection requirements to the best of their abilities.
- .14 <u>Self-Performing Work</u>: The Firm will be allowed to self-perform portions of work provided that the Firm participates in the full bidding process, discloses all bidding information within an pre-approved protocol, and the Owner accepts the bid.
- .15 <u>Out-of-Scope Collaboration</u>: The Firm shall ensure pro-active, detailed, and consistent collaboration is in place with the Project Team (specifically the O.R.) for all scope that requires interaction and coordination with the scope of the CMAR contract.
- Closeout and Warranty: In advance of reaching substantial completion, the Firm shall prepare and submit for approval a thorough project close-out and warranty management plan. This shall include the full completion of Punch List items provided by the Design Team and other members of the Project Team, as well as full and timely management of all testing, commissioning, Owner training, and submission of complete project close-out documentation. The project close-out documentation shall include all warranties, operation & maintenance manuals, as-built record drawings, testing reports, testing videos and any other closeout documentation required by the contract documents.
- .17 The Firm is to provide additional CMAR services required by contract and as necessary to provide appropriate and timely management of the Project.

#### **SECTION 3: PROCUREMENT PROCESS**

To be responsive to the RFP, Firms must submit responsible Proposals and participate fully in the following RFP Procurement Process.

# 3.1 Compliance with Legal Requirements

- **3.1.1** This Procurement will be in accordance with the Absentee Shawnee Tribe of Oklahoma procurement policies.
- **3.1.2** The Firm must adhere to any applicable tribal, federal, county, and/or state law applicable to the Project.

# 3.2 Guidelines

- **3.2.1** Response: Provide a clear response in whole to this RFP. All responses shall comply with the format detailed below to allow the selection committee to fairly evaluate and rank proposals.
- 3.2.2 <u>Confidentiality</u>: All reports, Project, and/or construction documents shall become the confidential and proprietary property of the Owner, and are not to be communicated, transferred, or given over to any individual, entity, or organization without the expressed written consent of the Owner or their appointed representatives. The existence of this RFP and the response to it should also be kept confidential.

# 3.3 Incurring Costs

**3.3.1** All liability for costs incurred by any individual or firm in preparing their proposal, expended during the selection process, or otherwise incurred prior to the receipt of an executed contract will be borne by the individual or firm. The Firm's proposal must remain valid and irrevocable for a period of not less than sixty (60) days after the deadline stated herein. By submitting a response to the Tribe, the individual or firm acknowledges this responsibility.

#### 3.4 Interviews

**3.4.1** The Owner may select a CMAR based upon received proposals. Should the Owner desire to interview firms prior to selection, the Owner's Representative will contact firms and provide information regarding any interviews.

# 3.5 Firm Selection

3.5.1 The Selection Committee will select a firm to continue negotiations with for this project and will submit a recommendation to the Absentee Shawnee Tribal Health Authority for final consideration and approval. It is the Owner's intent to award the engagement on or before Monday, September 30th, although the Owner reserves the right to postpone the award for any reason if necessary.

# 3.6 Rejection of Proposals

Any and all proposals received may be rejected by the Owner during the selection process. Negotiations may be undertaken with the Firm whose price and other factors indicate that they are qualified, responsible, and capable of performing the work. Negotiations may be entered into separately with competing individuals or firms.

# **SECTION 4: PROPOSAL REQUIREMENTS**

# 4.1 Questions & Proposal Submission

- **4.1.1** To be considered, proposals must be received electronically no later than 3:00 PM CST on September 19, 2024.
- **4.1.2** Firms must provide an electronic copy of their response by emailing proposals@connect-advisors.com. Please use the subject line: LAHC AHU Installation RFP Response" and label the file "[FIRM NAME] LAHC AHU Installation RFP Response".
- **4.1.3** Questions should be directed to Scott Braly via email at sbraly@connect-advisors.com.

# 4.2 Proposal Format

- **4.2.1** Proposals shall be letter-sized, bound and organized as outlined below:
  - .1 Cover Letter and Executive Summary
  - **.2** Firm Overview
  - .3 Prior Experience
  - .4 Project Team
  - .5 Fee Proposal
  - **.6** Native Ownership and Participation
  - .7 Statements and Disclosures

# 4.3 Proposal Content

- **4.3.1** Cover Letter and Executive Summary: Introduce the proposer and summarize the RFP response. Provide demonstration of a clear understanding of the objective and scope of work.
- **4.3.2** <u>Firm Overview:</u> Provide a description of your company along with the following information:
  - **.1** <u>Contact Information</u>: Identify the primary point of contact for the Project along with the standard contact information (address, phone, and e-mail address).
  - •2 <u>Firm History</u>: Provide a summary that adequately identifies the Firm's history, years in business, ownership structure, and reporting hierarchy.
  - Litigation History: List all prior and pending litigations within the last ten (10) years, along with a brief description, outcome, and/or current status.
  - .4 <u>Safety</u>: Provide Firm's Experience Modification Rate (EMR).

- **4.3.3** <u>Prior Experience:</u> Submit a statement of any similar projects conducted, including prior clinic or HVAC experience, in the last ten (10) years. Include the following for each project (at a minimum):
  - •• Name of the client (including the name, address, and phone number of the responsible official representing the client)
  - **.2** General scope, size, and nature of the project
  - .3 Total cost of the project
  - .4 Project commencement and completion dates
  - .5 Identification of your firm's role in the project
  - .4 Identification of any of the Firm's team members (to be assigned to this Project) that were involved in the project as well as their assigned role and duration of involvement in the project.
- **4.3.4** Project Team: Provide sufficient identification of your Firm's complete team for this Project. This is to include, at a minimum:
  - •• Project hierarchy and overall project team, including all staff during both preconstruction and construction phases.
  - .2 Identify roles and responsibilities of each team member.
  - A resume of each key team member involved in the project and a description of his/her role with regards to the Project. Also, please state if any of the team members are Native American and their Tribal affiliation.
  - .4 Clarify percentage allocation and duration associated with each team member's assignment to the Project.
  - •• Clarify each team member's current project assignment(s) and their availability to transition into their identified role on this Project.
- **4.3.5** Fee Proposal: Provide the following:
  - .1 General Conditions: Provide a detailed listing of all anticipated General Conditions and durations for the project. Provide a monthly cost for General Conditions.
    - **.2.1** The amount shall include all necessary project start up, close-out, and warranty phase services.
    - **.2.2** The General Conditions are generally to include all staffing for the project, all costs related to supporting the staff (computers, software,

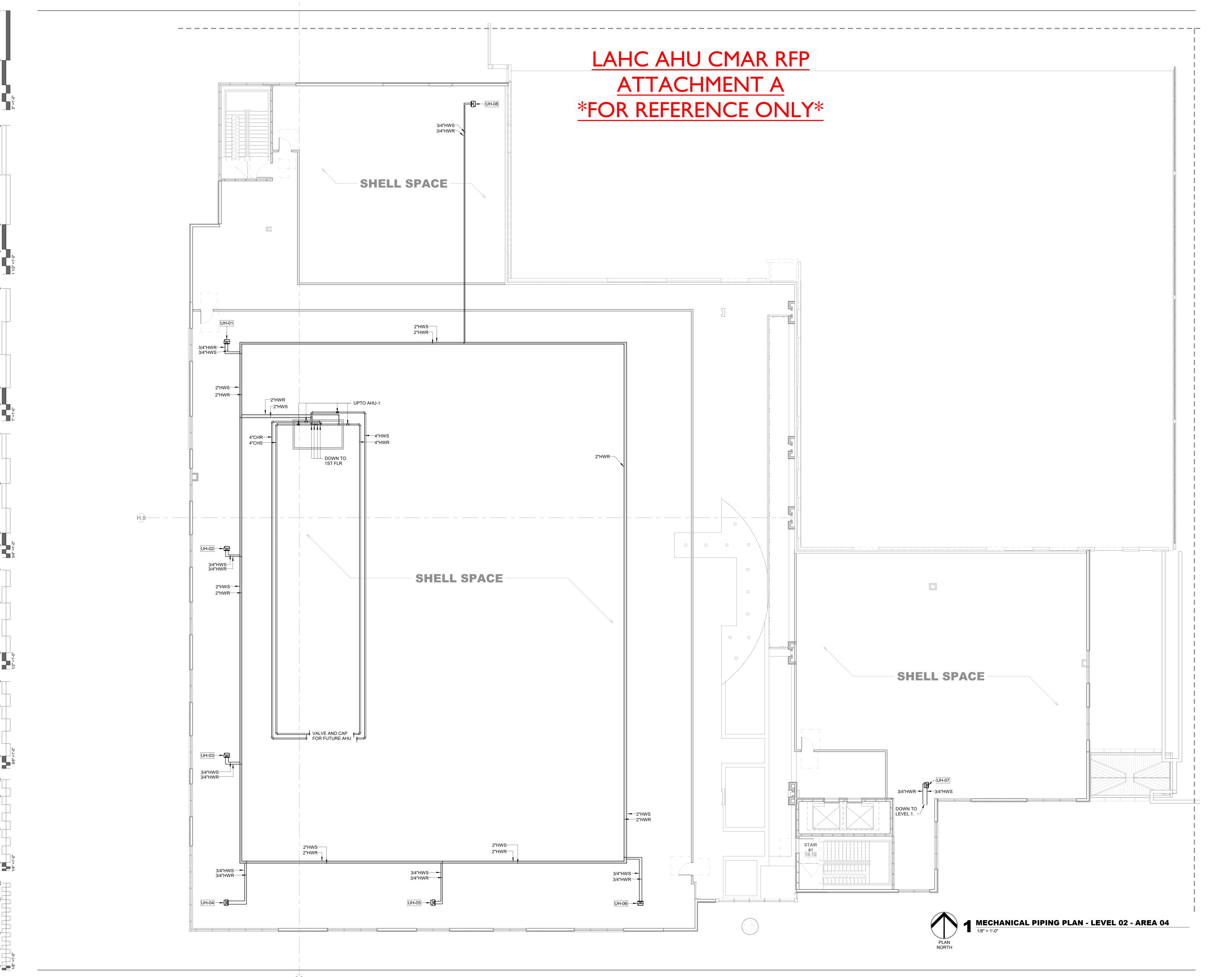
- etc.), project trailer (If Required), and all costs associated with furnishing and maintaining the business conducted within the trailer.
- **.1.3** Clearly identify each staff member to be billed under the General Conditions, along with the associated proposed billable rate, percent allocation, and duration.
- •1.4 Provide a summary of the general category of costs that are accounted for within the proposed billable rate for each staff member.
- •2 CM Fee Percentage: Provide proposed CM Fee percentage. Clarify what subtotal the percentage will be calculated on.
- **4.3.6** <u>Native Ownership and Participation:</u> Clarify if the Firm is Native-Owned, and, if so, provide proof of Native ownership. Additionally, provide a plan how the Firm will promote Native Participation on this project in conjunction with ensuring the project objectives related budget, schedule, and quality are maintained.

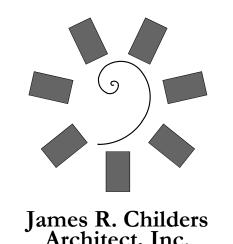
# **4.3.7** Statements and Disclosures:

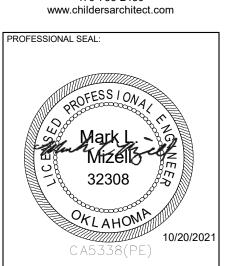
- Statement of Potential Conflicts of Interest: The Firm must disclose any contracts, services rendered, relationships, circumstances, or interests between the firm, its consultants or subcontractors, and other clients that could pose any conflicts of interest, influence judgment or impair objectivity, or give the appearance of such conflicts. If no such relationships exist, a statement to that effect is to be included in the proposal.
- .2 <u>Confidentiality Agreement</u>: Provide a Statement of Confidentiality. During the course of the Project, the progress or preliminary findings of the Design-Build Firm shall not be disclosed to any party other than the Tribe, or its assigned representatives, and all findings shall be treated as proprietary information unless written authorization is provided by the Owner.
- Suspension/Debarment: Please indicate, by answering, if your company or any person associated therewith in the capacity of owner, partner, director, officer, or any position involving the administration of Federal or State funds:
  - **.1.1** Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, state, or tribal agency.
  - **.1.2** Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal, state, or tribal agency within the past 3 years.
  - .1.3 Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

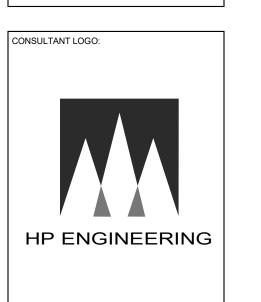
# **SECTION 5: ATTACHMENTS**

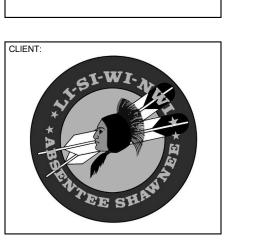
Attachment A: Mechanical and Plumbing Plans (FOR REFERENCE ONLY)

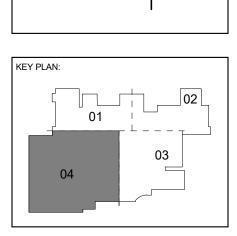










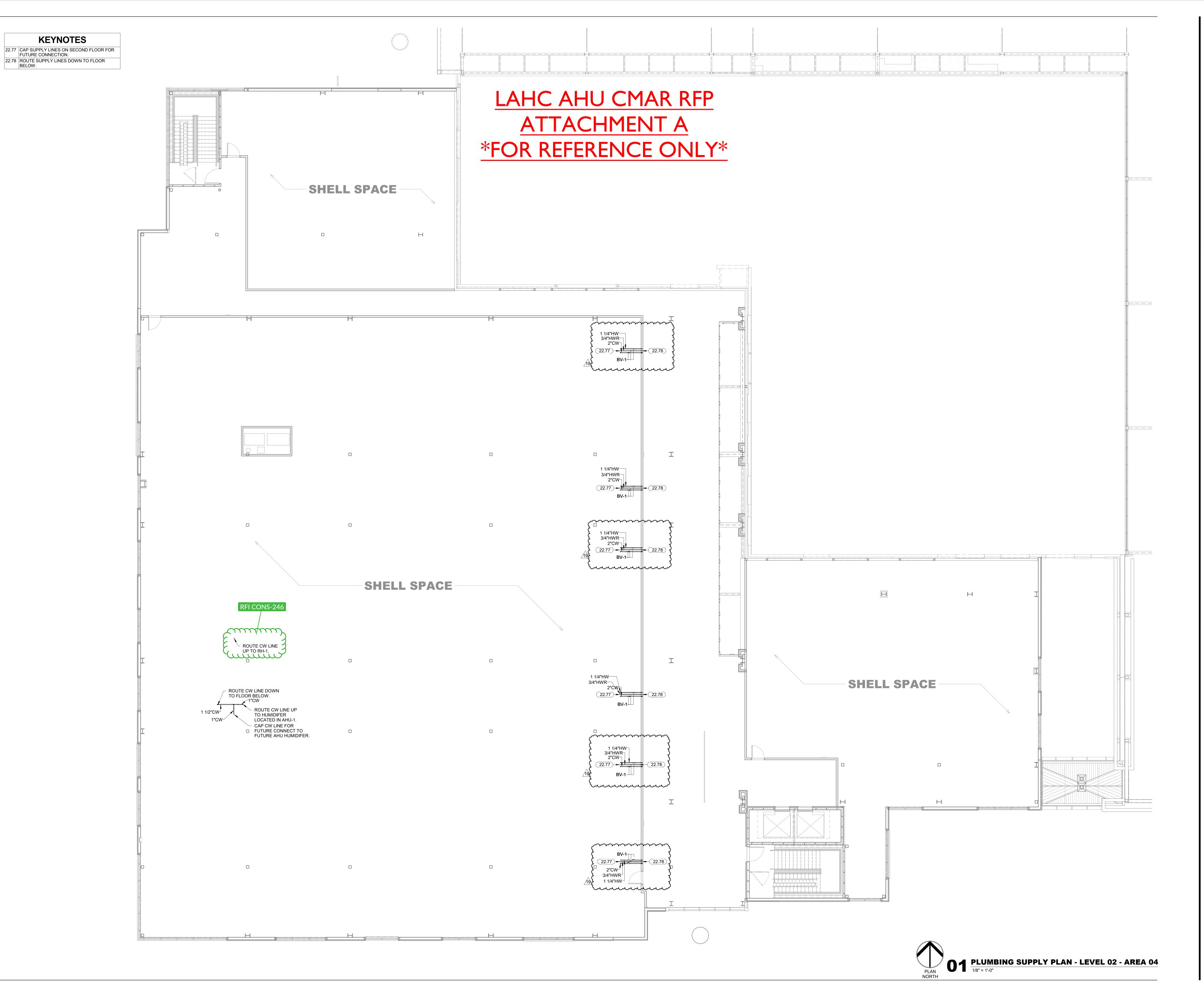


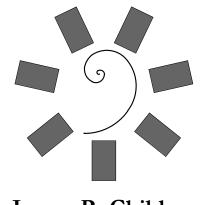
PROJECT PHASE:
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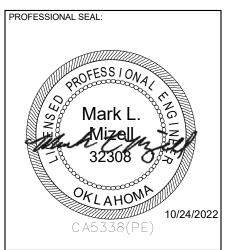
MECHANICAL PIPING PLAN - LEVEL 02 - AREA 04

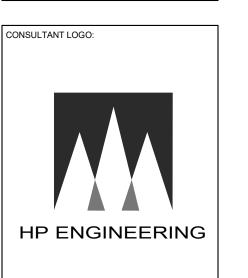


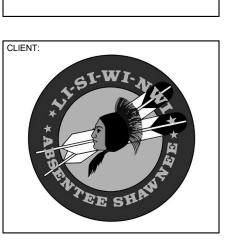


James R. Childers Architect, Inc.

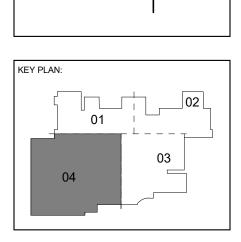
45 South 4th Street Fort Smith, AR 72901 479-783-2480 www.childersarchitect.com







ITTLE AXE HEALTH CENTER - EXPANSION OF THE ACTION OF THE A



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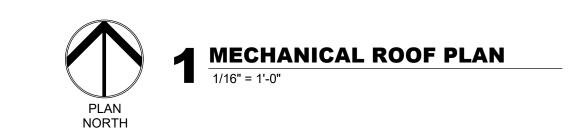
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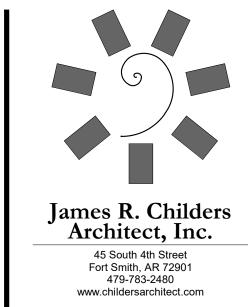
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PLUMBING SUPPLY PLAN - LEVEL 02 - AREA 04

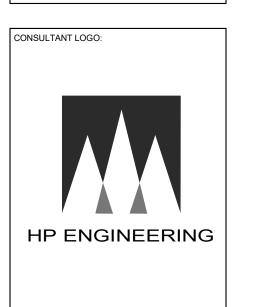
# LAHC AHU CMAR RFP ATTACHMENT A \*FOR REFERENCE ONLY\*





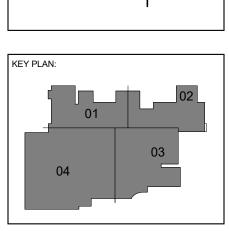








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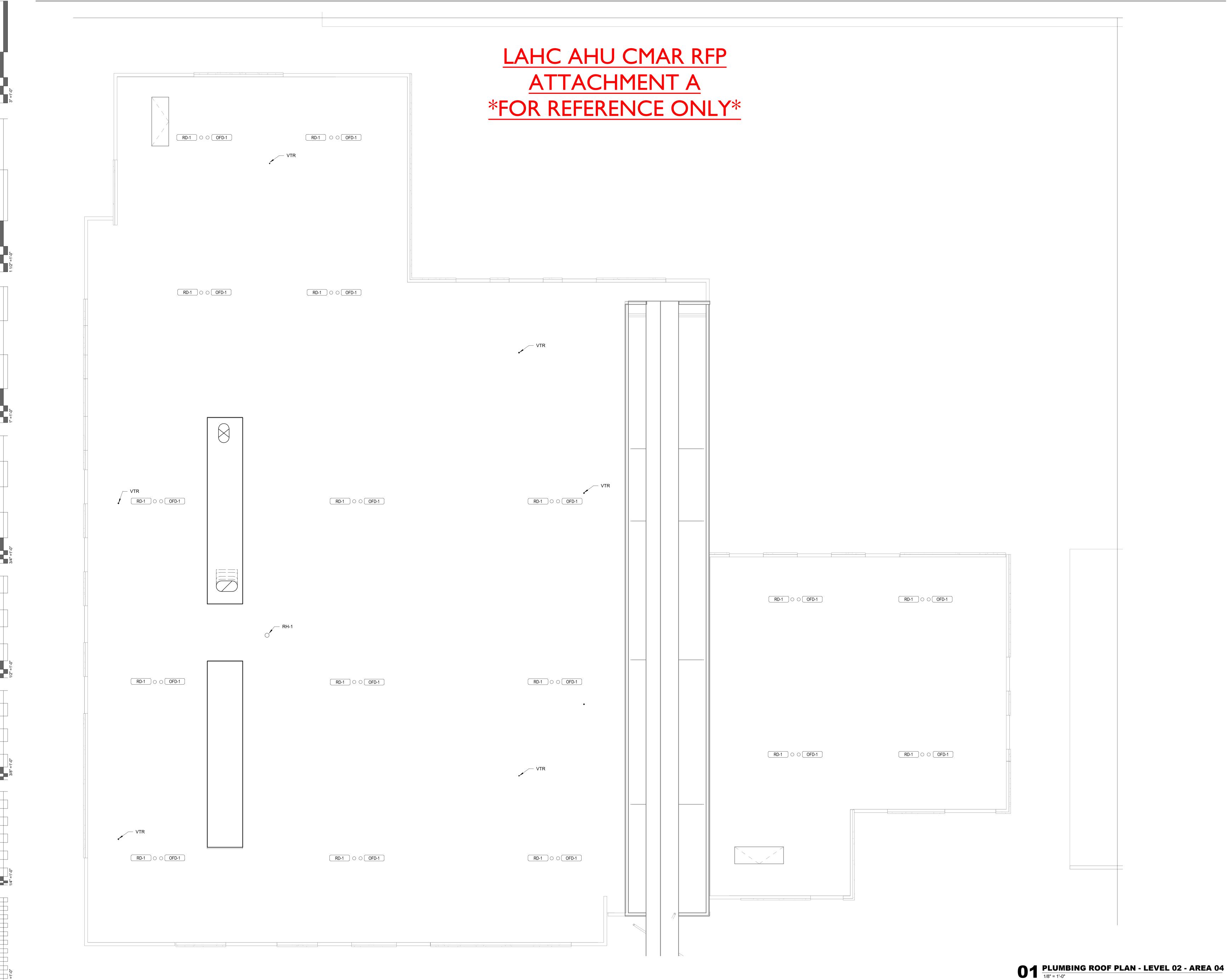
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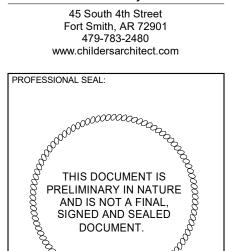
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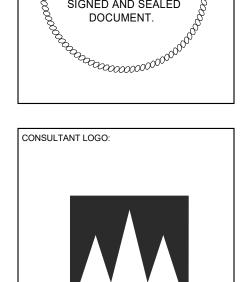
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MECHANICAL ROOF PLAN

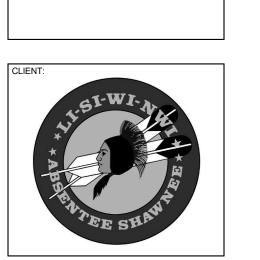


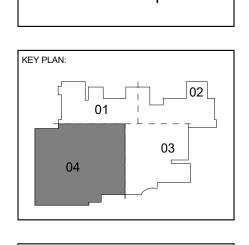






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PLUMBING ROOF PLAN -LEVEL 02 - AREA 04