

Keeping families close

REQUEST FOR QUALIFICATIONS

PRE-CONSTRUCTION SERVICES AND CONSTRUCTION
MANAGEMENT (AS CONSTRUCTOR) SERVICES
FOR A NEW RONALD MCDONALD HOUSE

RONALD MCDONALD HOUSE CHARITIES®
OKLAHOMA CITY, OK

Release Date: May 21, 2024

Due Date: June 13, 2024, by 3:00 p.m.

Notice to Construction Managers/General Contractors

Ronald McDonald House Charities of Oklahoma City, Inc (Owner) is requesting responses from qualified Construction Managers (CM) to construct a new multi-story Ronald McDonald House (Project). The Project will be constructed at 5601 West Memorial Road, Oklahoma City.

This Request for Qualifications (RFQ) is part of a competitive selection process to select a CM who will provide pre-construction, construction management and sub-contracting services. This selection process is pursuant to the requirements of O.S. Title 61, Oklahoma Competitive Bidding Act. Services that have been incidentally omitted from this RFQ, and which are clearly necessary for the completion of all work, shall be considered a requirement although not explicitly specified or called for in the RFQ.

The Cost of the Work is estimated to be \$10,500,000. The Owner intends to award this project upon evaluation of responses to the various components of the RFQ. The selected firm is expected to be an integral, proactive member of the project team which includes the architect of the project, Bockus Payne.

Reference Materials Included

Sketches provided by Bockus Payne Architecture are for reference only. Final designs are subject to change.

The RFQ Evaluation Criteria is included for your information.

A Federal Grant Compliance statement is included for signature and return with the RFQ.

Responses

Responses, which shall include project approach, references, and statements of qualifications and Federal Grant Compliance, <u>must be received by 3:00 p.m.</u>, June 13th in PDF form by email to David Payne at <u>davidp@bockus-payne.com</u>.

The Owner will enter into a single agreement with the selected CM.

The Owner reserves the right to reject any or all responses, or to waive any formality or technicality in any response in their interest.

At a minimum, the response should include the experience and qualifications of the CM and the Project team key individuals as identified in the management plan. It should include information on similar projects.

Description of Work

The Project includes the construction of a new Ronald McDonald House with an area totaling approximately 29,000 square feet. The first floor will feature an entry, check-in, living room, media/library, kitchen and dining facilities, toilet rooms, day showers, toy 'store', executive and administration offices, board/multi-purpose room, storage, electrical and mechanical spaces, laundry, elevator, stairs, and other spaces as required by the program. The 2nd and 3rd floors will feature guest rooms, small lounge spaces, house storage, guest laundry facilities, and other spaces as required by the program. The 2nd floor may include a small medication space.

Site work will include grading and drainage, parking, paving, landscaping, playground with equipment and basketball court, dumpster enclosure, and other features required by the program.

Professional Services Requested

- Preconstruction services
- Project construction administration
- Project Owner/Architect/Contractor meetings; Project cost management and budget; schedule management
- Constructability reviews and recommendations; value engineering and costsaving suggestions
- Project bidding and coordination of all work with construction trade partners
- Provide CM at-risk Guaranteed Maximum Price at completion of CD's
- Project safety coordination and management
- Construction management and quality monitoring
- Coordination with
 - Owner and Design Teams
 - Owner's IT/Telcom/Security/AV vendors
 - o Owner's Equipment/Furniture vendors
- Punch list, project close out, and building systems Owner's training

Construction must be completed and the facility ready for occupancy by the end of 1st quarter, 2026.

Procurement Process

Availability of Requests for Qualifications

The RFQ will be open to a list of CMs deemed qualified to perform the work.

Contact Information: Except as authorized by an Owner's Representative, communications during the selection process shall be in writing directed to the Architect, David Payne at davidp@bockus-payne.com.

Requests for Information: All requests for information regarding this project shall be in writing and directed to the Architect no later than June 5th.

Submittal Due Dates and Times: All complete responses must be delivered to and received by the Architect on or before the date and time indicated. Responses received after the specified time will not be accepted.

Addendum to the RFQ: All responses to questions and requests for clarification will be in writing and issued as addenda to the RFQ at www.rmhc-okc/rfq by June 10th. Any addenda issued prior to the submittal deadline shall become part of the RFQ and any information required shall be included in your response.

CM Work Phases

The CM work for the Project consists of two (2) phases: Pre-construction and Construction.

Pre-construction Phase: This phase of the work includes, but is not limited to, estimating and cost control, schedule development, and drawing and constructability reviews. The Contractor shall provide a full construction estimate at the Schematic Design, Design Development and 90% Construction Document phases of the Project. The Contractor shall further assist the Owner and Architect in maintaining the cost of construction within the estimated amount and the duration of the construction within the Project's schedule.

Construction Phase: CM shall furnish and install all labor and materials as required by the Contract Documents and as required for the completion of the Project ready for its intended use.

Guaranteed Maximum Price

The Guaranteed Maximum Price (GMP) is the final price that the Contractor agrees to accept in full performance of the CM Agreement (Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages

required by this RFQ, as well as the costs for General Conditions and all work as required in the Contract Documents. The sum or total of all the GMPs for these phases of the work shall be the final GMP. In addition to the Pre-construction Fee, all other GMPs for the phases of the work shall become part of the Agreement by contract modification.

Contractors shall respond promptly to any inquiry in writing by the Owner, to any concern of financial responsibility of the contractor, sub-contractor, or sub-subcontractor.

Allowances & Contingency Funds

Allowances and contingency funds may be identified during the design and/or construction process by the Owner, Architect or CM. All funds in either of these categories shall be approved expenses by the Owner, Architect and CM. At the completion of the construction phase, any unused allowances or contingency funds previously identified in the construction documents or by the CM/GC shall be retained by the Owner.

Donated Materials

Contractor shall be willing to work with donated services and products procured by the Owner.

Interviews

CM Interviews may be conducted at the discretion of the Owner. The purpose of the interview will be to allow the CM to present its qualifications, past performance, project approach, cost containments strategies, schedule and construction strategy. It will also provide an opportunity for the selection committee to seek clarification of the CM's response. The presentation method will be at the discretion of the CM. An interview schedule will be provided if needed. The Owner reserves the right to select a CM without the interview process.

Interviews if conducted, will be scheduled the morning of June 14th.

Award of Agreement

The execution of the CM Agreement shall be in accordance with the criteria set forth in the RFQ.

Owner/CM Agreement

The Owner/CM Agreement will be an AIA A133-2019, Standard Form of Agreement between Owner and Construction Manager as Constructor. The contract time will be as indicated in the RFQ.

Withdrawal of Responses

Responses may be withdrawn upon written request until the notice of selection is issued.

Right to Reject Responses

The Owner reserves the right to reject any or all responses.

<u>Disclosure of Response Content</u>

The Owner and Architect will not disclose any information in the submitted responses.

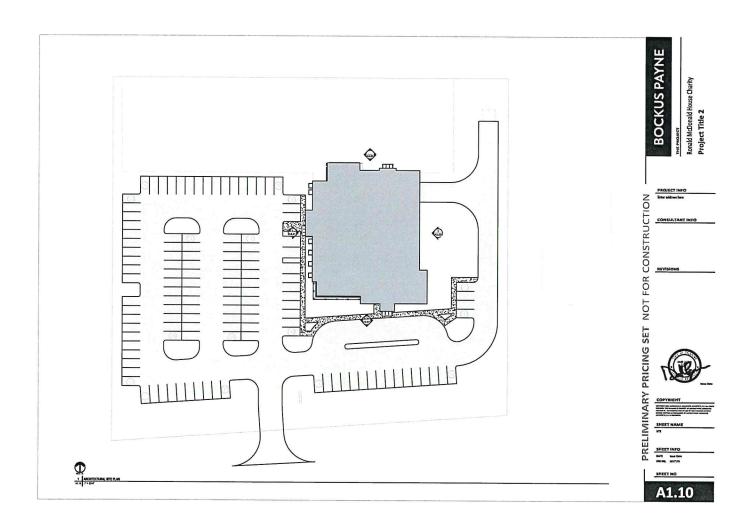
Proposed Project Schedule

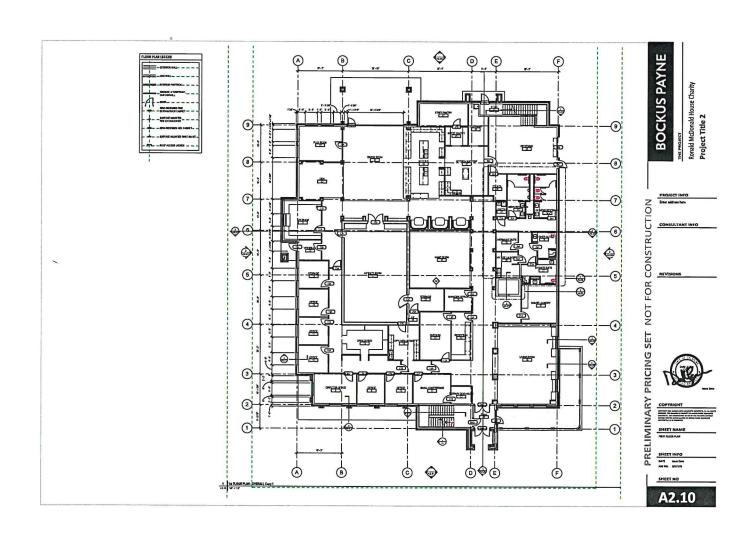
Design Development: June 26, 2024

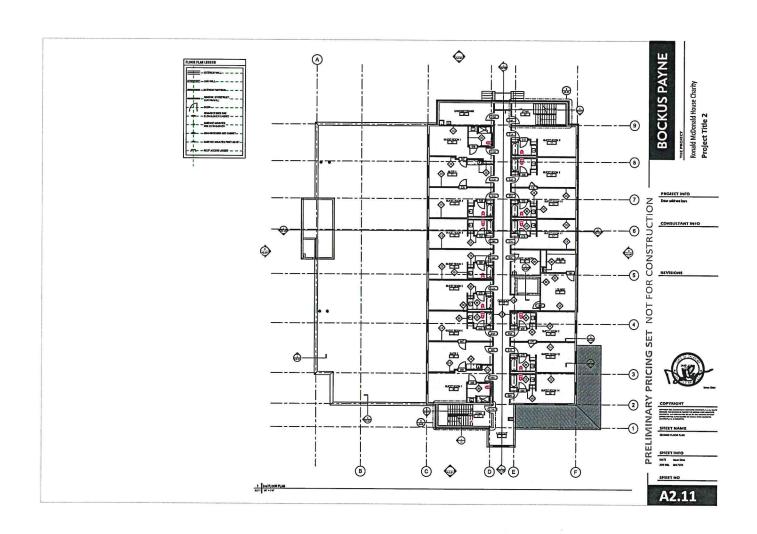
Construction Documents: September 27, 2024

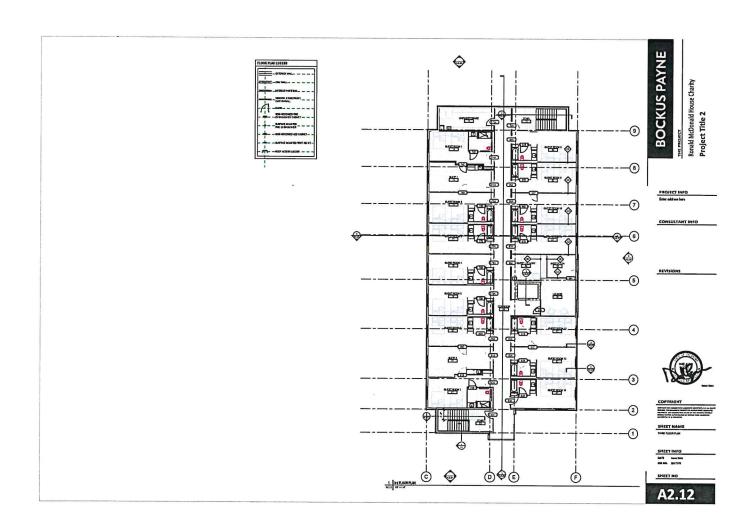
Permitting and Bidding: October, 2024

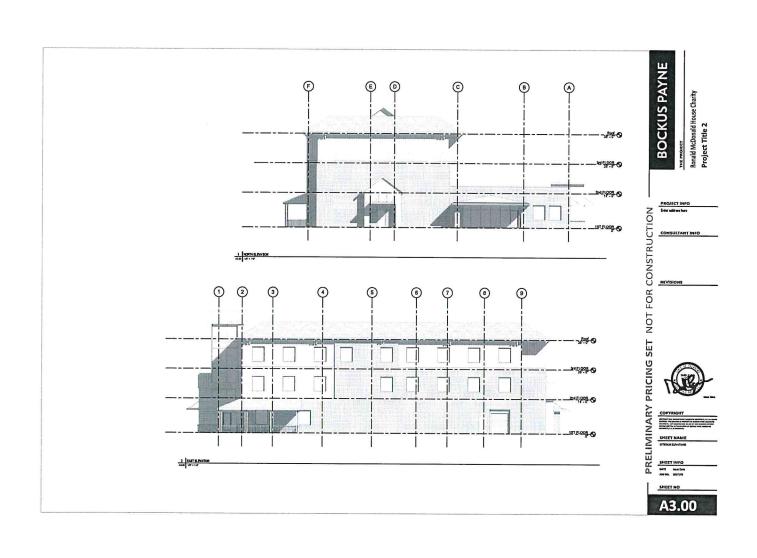
Construction: November, 2024

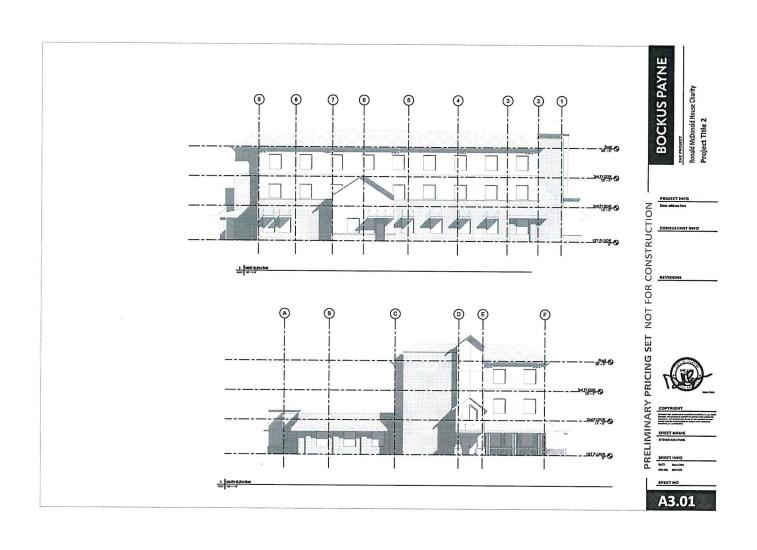












RMHC-OKC RFQ Evaluation Criteria and Scoring Form

The following criteria will be used for the evaluation of RFQ/Interview with the Owner. The relative importance of the criteria is indicated by the order in which they are placed, with the highest value at the top of the list:

Project Approach – How does your firm approach each project?	Points
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Has the firm

- Demonstrated a clear understanding of the Project's goals?
- Demonstrated a clear understanding of the proposed management plan?
- Clearly outlined and defined the division of work tasks between staff?
- Provided a Quality Assurance/Quality Control approach in the proposal?
- Added specific tasks and/or procedural commitments that will improve or more completely accomplish the Owner's goals – with a commitment to perform this additional work?

Professional Qualifications – Specialized experience and technical competence of the proposed project

Has the firm Points____

- Identified and assigned key Project team members with appropriate professional qualifications, significant experience and technical competence in key Project areas?
- History of judgements for liability caused by professional errors?
- Demonstrated financial stability?
- Experience working on State bid projects under Title 61, and/or Federally funded projects?

Project Team – Capacity to accomplish the services on time considering the proposed team

Has the firm Points_____

- Staffed to ensure efficiency and control of the work?
- Successfully worked together on past projects with other members of the Project team?
- Committed to assigning lead person and other key project personnel from start to completion of the work of the contract?
- Experience constructing and/or renovating congregate living spaces for temporary accommodations in a healthcare adjacent environment?

Safety – Demonstration of a safety culture

Points

Has the firm

- Successfully addressed their commitment to safety?
- Established programs dedicated to safety?
- Included their Experience Modifier Rate (EMR) for worker's compensation insurance?

Federal Grant Compliance Non-Federal Entity Contracts Under Federal Awards

This appendix is included with the Request for Qualification (RFQ) when any portion of the procurement is funded by a Federal Government Grant with Ronald McDonald House Charities® Oklahoma City (RMHC-OKC) as Direct Recipient or Sub-Recipient or at any pass-through tier.

RMHC-OKC hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular which includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The awarded Contractor is advised the Federal awarding agency, the Treasury of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

Moreover, the Contract(s) resulting from Award of this RFQ shall include the following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II which are hereby incorporated into and form a part of the Terms and Conditions of the Contract.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Proposer's signature below constitutes agreement to comply with the above provisions and CFR §200.321 and to flow down all applicable provisions to subcontractors. The Proposer further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE

We do hereby acknowledge the above provisions as part of the Terms and Conditions of the RFQ.

Company Na	ame:		
Ву:			
Signature: _			
Date:		u .	