



Request for Proposals

Construction Manager At-Risk

Bailey Square Wellness Campus

Community Action Committee of Pike County

941 Market Street

Piketon, Ohio 45661

Proposal Submissions by mail or email to:

Chad Diehl

Project Manager

Community Action Committee of Pike County

941 Market Street, PO Box 799

Piketon, Ohio 45661

proposals@pikecac.org

Contact Information for Questions

Chad Diehl

(740) 289-2371 (office)

(740) 773-3367 (mobile)

cdiehl@pikecac.org

Sealed proposals must be received by:

May 3, 2024

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SECTION 1: Notice of Request for Proposal (the “RFP”)

RFP #202401

The COMMUNITY ACTION COMMITTEE OF PIKE COUNTY (“CAC”), will receive sealed proposals (each, a “Proposal”) until 4pm EST. on May 3, 2024, for a CONSTRUCTION MANAGER AT RISK (“CMAR”) in support of the BAILEY SQUARE WELLNESS CAMPUS project, located at 1241 W. Second Street Waverly, Ohio 45690 (the “Project”).

Project Description:

The Project will consist of the Bailey Square Wellness Campus, an innovative project that aims to centralize healthcare services onto a single campus, while also integrating environmental sustainability and community well-being into every aspect of the design. A walkable circulation path functions as the entry point to the building and the primary public spine that connects all the centers of care. Along the wellness path, there are indoor and outdoor areas for rest, education, and nature to provide respite. The ultimate objective of this project is to enhance the health, vitality, and quality of life in Pike County, and to serve as a model for healthcare and community development in the region. Anticipated programs listed below for reference only:

- Childcare
- Primary Care
- Dental Clinic
- Behavior Health center
- Wellness clinic
- Pharmacy (+ retail)
- Administrative Offices
- Ohio Means Jobs (workforce center)
- Pike County WIC Office

CMAR Services requested:

- Preconstruction
- Construction management & General Contracting services
- Post-construction management & close out service

CAC has the sole right to award all, some, or none of the services described above to the proposer (each, a “Proposer”) who is awarded a contract. This RFP shall not imply or guarantee any scope of work will be awarded to any proposer.

Proposal documents available, which will be provided via email from CAC upon response to CAC RFP inquiry, which has been posted for public viewing at www.pikecac.org and has been publicly advertised.

OWNER: The Community Action Committee of Pike County (“CAC”)
REPRESENTATIVE NAME: Chad Diehl
DESIGNER OF RECORD: OHM Advisors

Pre-Proposal Conference and Site Walk:

A NON-MANDATORY, but strongly encouraged, pre-proposal conference and site walk will be conducted at 12 p.m. EST on April 16, 2024 (the “Walk-Through Date”) starting at Community Action Transit System located at 508 Howard St., Waverly, Ohio 45690. This pre-proposal conference and site walk will be open to those contemplating the submission of a Proposal.

Only the written answers distributed by official addendums issued by CAC are the official position of CAC on an issue, and these answers shall become part of the Request for Proposal. Verbal clarifications offered during the pre-proposal site walk by CAC shall not be binding upon CAC until reduced to writing and published as such, ensuring all Proposers have access to, and are evaluated upon, the same information.

Technical Questions & Substitution Requests:

Technical questions and substitution requests must be SUBMITTED IN WRITING, VIA EMAIL (no telephone calls) no later than 4:00 pm EST April 26, 2024, to Chad Diehl, E-mail: cdiehl@pikecac.org. All such questions and substitution requests will be shared with all Proposers, with the initial-requesting Proposer de-identified in communications to the group.

Addenda:

CAC reserves the right to amend this RFP before the submission date through written addenda. Addenda will be published and distributed via email. It is the Proposer’s responsibility to review and acknowledge receipt of any Addenda issued.

Submission of Proposals:

Sealed Proposals for the Project may be submitted in person or via mail to Community Action Committee of Pike County, Attn: Chad Diehl, 941 Market St. PO Box 799, Piketon, Ohio 45661 or via email in a single file (less than 125 mb) to proposals@pikecac.org until 4:00 pm EST May 3, 2024. Proposals received after the time and date specified will not be considered. The Proposer assumes full responsibility for timely delivery of proposals.

Proposal Content Requirements:

Sealed Proposals shall be submitted on the Qualifications and Financial Submittal Forms provided herein. Note, Proposals should be assembled and tabulated in the same sequence as laid out below. Example tables and formatting of requested information have been provided but Proposers are allowed to modify tables and formatting of information to best communicate the requested information. All Proposals must demonstrate the qualities and abilities listed in table set forth in

Section 4 of this RFP.

Acceptance, Award and Contract Information:

Proposers are responsible for completing any necessary registrations to conduct business in Ohio. The Proposer expressly warrants to CAC that it has the ability and expertise to perform the contract services if awarded. In doing so it shall use the highest standards of professional expertise and workmanship.

Acceptance of Proposals:

CAC reserves the right to reject any or all Proposals and/or to waive any informality or technical defect in the Proposal, if deemed to be in the best interest of CAC. Nothing in this section shall be construed to supersede, eliminate, or abrogate CAC's right to reject or approve any Proposals. Submission of a Proposal constitutes Proposer's affirmation that all terms and conditions of the Proposal constitute a binding offer that shall remain firm for a period of Ninety (90) days from the closing date of the RFP, but CAC may, at its sole discretion, release any Proposal.

Interview: After submitting responses to the RFP, CAC may elect to conduct interviews with certain Proposers, in its sole discretion. The purpose of the interview will be to meet Proposer's proposed Project Team (as defined below), become familiar with key personnel, and understand the Proposal's approach and ability to meet the stated objectives for the Project. Proposers should be prepared to discuss with specificity the firm's capacity to complete the Project in compliance with the timetable, budget and any expressed expectations and/or requirements. CAC will notify any selected Proposers to schedule individual times for the interviews.

Project Site: 1241 W. Second Street Waverly, Ohio 45690

Construction on the new facility is slated to begin no later than October 1, 2024, and must be completed by October 2026. The preconstruction and construction services are generally described below. Subcontracts, including but not limited to Plumbing, Fire Protection, HVAC, and Electrical, will be awarded by the CMAR to prequalified vendors using a competitive process in compliance with applicable procurement standards. The parties will engage in an "open book" pricing method in which all subcontracted work shall be based upon competitive pricing that will be reviewed by CAC, the Architectural/Engineering firm of the Project (the "A/E"), and the CMAR (collectively, the "Project Team"). CAC shall have access to all books, records, documents and other data in CMAR's possession related to itself, its subcontractors, and material suppliers pertaining to bidding, pricing, or performance of the Project.

SECTION 2: Type and Scope of CMAR Services

Preconstruction Services: The CMAR will work cooperatively with CAC, A/E, and Project Team, and will provide, among other services, schedule development, estimate development, Guaranteed Maximum Price proposal (the "GMP"),

subcontractor prequalification and bidding, constructability review, permits, budgeting, value engineering, and preconstruction planning throughout the preconstruction stages of the Project. When the drawings and specifications are at the stage of 60% completion, such partially completed documents (the "Basis Documents") shall be provided to the CMAR, together with the A/E's detailed listing of any incomplete design elements and the A/E's statement of intended scope with respect to such incomplete elements (the "Design Intent Statement"). Contingent upon CAC's approval of the GMP, the parties will enter into an amendment to the Proposal establishing the Contract Sum ("GMP Amendment").

Construction Services: The CMAR shall construct the Project pursuant to the construction documents and in accordance with the schedule requirements. The CMAR shall hold all subcontracts and shall be fully responsible for the means and methods of construction, project safety, project completion within the schedule agreed upon in the preconstruction phase, compliance with all applicable laws and regulations, equal employment, and Davis Bacon Act requirements, and submitting monthly reports of these activities to CAC. All subcontracts shall adhere to OAC Section 153:1-03-02. CAC reserves the right to approve the CMAR's selection of subcontractors and any supplemental terms to the form subcontract.

Scope of Work: CMAR will be expected to provide concurrent construction turnkey activities for the Project resulting in a finished, fully usable facility that satisfies all requirements and contract terms for the Project. The CMAR, as the sole responsible source for total project compliance and construction related performance, will hold all testing services, trade contractors and trade supplier contracts. The selected Proposer is responsible for/must provide its own workspace. The following is a preliminary scope of work that may be modified during contract negotiations with the selected Proposer:

Upon selection of the Proposal, CMAR shall, at a minimum:

- Review all technical reports and other relevant information pertaining to the Project.
- Become familiar with all Hazardous Materials Site Assessment Reports, Existing Site & Photographic surveys, Concept Design information and become familiar with existing design efforts and progress.
 - Attend kick-off meeting with CAC and A/E team.
 - Conduct site tour with CAC and A/E team to become familiar with Project site and existing conditions.
 - Review and understand the Program of Requirements for the Project.

The CMAR's preconstruction services shall include but not be limited to:

- Participate in meetings weekly during the drafting/development of the drawings and specifications for the Project (the “Construction Documents”).
- Consult with the Project Team in refining the project construction budget, and establishing and maintaining a detailed cost model for the work as the design evolves.
- *Field and Existing Conditions Investigation.* Document finding using diagrams, logs, and photos. Perform these services on a time and materials basis only when authorized by CAC.
- *Design Document Reviews, Assessments, and Constructability Analysis.* CMAR shall be responsible for providing necessary consulting expertise to CAC to ensure that the Project scope is maximized, and the construction budget and the Project schedule are met.
- Assess, develop and recommend site logistics requirements to encompass all proposed activities and impacts to the site, adjacent properties, and neighboring streets.
- Assist in identifying safe work practices and requirements for construction and future maintenance work.
- Recommend phasing or sequencing of work and construction scheduling.
- Providing cost-estimating at Basis Documents, Construction Documents and GMP stages of the Project.
- Determine and reconcile constructability issues and perform formal constructability reviews of the design documents prior to subcontract bidding.
- Assess alternative construction options for cost savings; Process, Systems, and Products Value assessments and recommendations.
- Identify concepts for value engineering.
- Permit procurement assistance and agency coordination with the A/E and develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required.
- Preparation for subcontractor selection and bidding for the final establishment of a GMP for the Project.
- Maintain a current “live” set of drawings & specifications through all phases of Project.
- Overall coordination as a member of the Project Team to ensure that the Project meets quality, scope, schedule, and budget objectives.
- Update the construction phasing plan and advise the A/E on areas where additional design is needed to construct temporary and/or permanent facilities to facilitate phased construction. The CMAR shall also take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and

construction scheduling issues.

- Participate in any/all value engineering sessions and support Project Team's efforts to align Project scope, budget and schedule with functional requirements.
- CMAR to provide a list of any contractor-proposed deviations from the Design Intent.
- Provide document review and provide written commentary on constructability, sustainability (both total-cost-of-ownership and environmental), costing, safety and/or procurement issues identified by the CMAR in the Basic Documents and the Construction Documents. Attend necessary meetings/discussions to answer questions or provide additional coordination with CAC and A/E. Back-check previous commentary to ensure issues have been addressed or A/E commentary has been provided to support original design.
- Lead clash detection and other virtual design and construction ("VDC") related activities with assistance from CAC and A/E. Facilitate and lead clash detection resolution meetings and generate minutes from each session. Participate and provide input during coordination sessions to align construction and design efforts.
- Procure key subcontractors via a competitive bid selection process in accordance with applicable procurement guidelines and requirements.
- Provide necessary "on-boarding" efforts to align key sub-contractors with Project Team and Project during the preconstruction phase. Provide all contracting, management and contract administration required. CMAR shall be the point of contact and solely responsible for the key subcontractors.
- Begin GMP development.
- Develop GMP estimate with full documentation of costs, allowances, contingencies, and other costing information as well as qualifications, assumptions, clarifications, and exclusions. Coordinate review and alignment with CAC expectations, GMP support documents and other relevant documents.
- Develop Master Construction CPM Schedule (the "Construction Schedule") for CAC review and acceptance that fully describes and details the construction methodology of the Project.
- Develop detailed phasing and sequencing plan(s) for the Project and incorporate specifics into the bid packages for the general subcontractor bidding phase.
- Prepare for the A/E's review and CAC's approval, a procurement schedule for items that must be ordered well in advance of construction.
- Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction.

Permitting, Reviews and Approvals:

- Review and/or present design concepts to CAC (if required) and any other regulatory agencies whose approval is necessary for the development of the Project.
- Submit plans and applications to regulatory agencies.
- Secure approvals from all other local and state agencies as required for the site development.
- Coordinate the construction or relocation of privately-owned utilities, if necessary.
- Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments.

Construction Document (CD) Phase Services:

- Facilitate a document version control process/system with assistance from CAC and A/E, that is acceptable to CAC, to streamline document/revision control during the Construction Document phase as well as general subcontractor bidding and construction phase change management control. Systems may include, but are not required to specifically be, BlueBeam Studio, Procore, Adobe Acrobat Online Collaboration, DropBox or other similar systems. The system shall be utilized by the Project Team and others to minimize physical paper requirements for documentation.
 - Post design changes from RFIs, ASIs, submittals, and field investigations daily.
 - Continue to develop and facilitate sub-contractor outreach efforts, acceptable to CAC, to generate local market interest.
 - Develop and align sub-contracting bid packages with accepted Construction Schedule and GMP.
 - Lead and manage review of on-going design efforts and provide written commentary/guidance for aligning design progression with GMP requirements.
 - Participate in any/all meetings required to guide design efforts in accordance with GMP parameters.
 - Provide estimate of 50% CD Design submittal and provide to CAC for review/acceptance. Reconcile estimates with CAC and A/E and make all necessary adjustments to align estimate with GMP documents. 90% of *Construction Document* estimates shall be formatted in such a way as to provide CMAR's expected results for each bid package and a basis for comparing bids against market conditions. Identify significant differences or factors affecting the estimate as compared to the previous estimates completed by the CMAR.
 - Lead Value Engineering sessions and support Project Team's efforts to align Project scope, budget and schedule. CMAR's value engineering recommendations shall be

consistent with the CAC's goals, schedule and core values for the Project.

- Provide 50% and 90% Construction Document submittal review and provide written commentary on constructability, quality of materials, costing, safety and/or procurement issues identified by the CMAR.
- Assist CAC as required to facilitate stakeholder and community outreach, engagement, and information sessions.
- Assist CAC in identifying critical elements of the Project that may require special procurement processes, such as prequalification of bidders or alternative contracting methods.
- Obtain trade permits as required to complete the project.
- Assist CAC in obtaining land use and building permit approvals.
- CMAR shall provide necessary documents, reports, or other supportive information as required. Manage sub-contractor bidding process in "lowest-responsible-bid" format for each bid package. Include pre-bid conference, bid day specific requirements, and facilitate bid package review with CAC and A/E.
- Unless otherwise noted or approved by CAC, CMAR shall procure a minimum of three bids per bid package or scope of work, including work components which the CMAR may be interested in self-performing.
- When there are single fabricators of materials, special packaging requirements for subcontractor work, or work performed by the CMAR, advance approval by the CAC's representative is required.
- Provide CAC with recommended sub-contractor award by bid package for CAC's review and acceptance.

Construction Administration & Management Phase:

- The CMAR will work collaboratively and proactively with CAC and A/E to proceed with planning, design and development of the work in a manner which supports the CAC's efforts to keep costs within the budget. The CMAR shall provide Construction Management services ("CM Services") throughout the Project, from the preconstruction period through construction and shall closely coordinate such work with the Project Team and sub-consultants.
- The CMAR must be extremely proficient in developing & managing schedules, preparing cost estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, coordinating and communicating the activities of the team throughout the construction phases.
- Final scope of CMAR's Construction Phase services (the "CP Services") will be

established at the time of GMP execution.

Anticipated Project Schedule:

CAC reserves the right to make adjustments to this schedule as necessary.

Contracts for Project Work:

CMAR will ensure that the contractual provisions set forth in Addendum 1 to this RFP are included in each contract for work performed at the Project, in accordance with federal procurement regulations.

SECTION 3: Key Dates; Proposal Qualifications

Selection Schedule: Tentative schedule is subject to change.

RFP issued	April 7, 2024
Proposals Due	May 3, 2024
Short List of Qualified Bidders	May 10, 2024
Interviews	May 17, 2025
Selection of CMAR	May 24, 2024

Cancellation and Rejection:

CAC reserves the right to reject all proposals and cancel at any time for any reason this RFP, any portion of this RFP or any phase of the Project. CAC shall have no liability to any Proposer arising out of such cancellation or rejection. CAC reserves the right to waive minor variations in the selection process.

Experience Requirements and Capabilities:

Proposers should identify their team’s experience with public or privately bid CMAR projects and specifically describe those projects that best characterize the Proposers’ capabilities, including work quality and cost control measures. These projects must have included the completion of construction estimates that led to a complete constructed project currently in operation. At a minimum, successful Proposals shall demonstrate experience and technical competence with the following requirements:

1. Responsively and successfully designing to CAC vision and needs.
2. Obtaining permits through required permitting processes and/or Inspections/Building Permit Departments.
3. Incorporating environmentally responsible building practices.
4. Effectively providing contract and construction administration services utilizing effective team communication and working methods.

Minimum Qualifications:

Proposers must meet the criteria in the list immediately below. Proposers that do not meet these criteria are automatically disqualified.

1. Proposer's "Builder" MUST have all current state and local required licenses with an unlimited building classification. A copy of the license is to be included in the appendix of the Proposal.
2. CAC prefers a safety Experience Modification Rate ("EMR") of 1.0 or less over the last three years. A builder with an EMR greater than 1.0 MUST provide a written explanation of their current safety program and safety training initiatives directed toward minimizing future work-related injuries.
3. Lead firm MUST have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
4. Lead firm MUST be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
5. Lead firm MUST agree to keep and maintain insurance for the duration of this Project, including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Proposer shall furnish CAC with certificates of insurance for each type of insurance described herein. CAC reserves the right to negotiate different limits and coverage in the final Project contract.
6. Bonding/Insurance: Provide evidence of capacity to provide bonding and a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, employer's liability, business automobile liability, and professional liability.

Statements of Qualifications ("SOQ") must be submitted in person or by mail to Community Action Committee of Pike County, Attn: Chad Diehl, 941 Market St. PO Box 799, Piketon, Ohio 45661 or via email in a single file (less than 125 mb) to proposals@pikecac.org until 4:00 pm EST May 3, 2024. SOQs received after the time and date specified will not be considered. The Proposer assumes full responsibility for timely delivery.

Unless otherwise noted or exempt, all documents submitted to CAC in response to this RFP and subsequent RFP are public and will be available for inspection at the conclusion of the selection process. The following information shall remain confidential and will not be released: (1) Proposal Form(s), except for cost category subtotals which will be transferred to the Best Value Rating Form; (2) Financial Capacity; and (3) Bonding/Insurance.

Furthermore, CAC shall retain the following regarding its selection of a Proposal for the Project: (1) rationale for the method of procurement, (2) selection of contract type, (3) contractor selection or rejection, and (4) the basis for the contract price.

Proposers are requested to submit the following information in response to this RFP:

1. Summary: Provide a summary, on one page or less, describing why your firm/team is the most qualified for the Project.
2. Bonding/Insurance: Provide a bid bond covering the Project and a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, employer's liability, business automobile liability, and professional liability insurance.
3. Management Systems: Describe the scheduling and cost control systems the Proposer would propose to use for the Project
4. Self-Performed Work: Indicate whether the firm intends to self-perform any work on the Project through a competitive process and, if so, the nature of the work and capability to self-perform.
5. Estimating: Demonstrated track record of performance of in-house estimating on projects comparable to the Project.
6. Scheduling: Demonstrated track record of performance of managing projects to the original schedule.

Statement of Qualifications Provisions

Proposers should highlight their responsiveness to the evaluation criteria. If multiple firms are proposed as one team, each component firm should describe its own relevant qualifications within the same submittal.

Qualifications must confirm that the Proposer will comply with all of the provisions in this RFP. Qualifications must be signed by an officer of Proposer empowered to bind the Proposer. A Proposer's failure to include these items in their Qualifications may cause their Qualification to be determined to be non-responsive and the Qualification may be rejected.

Minimum Number of Responses

In order to consider proposals, CAC must receive at least three (3) responses to its RFP. If CAC receives fewer than three responses, it will re-advertise the RFP in accordance with agency and/or funder requirements. After the second solicitation, CAC may consider proposals even if three are not received and will follow the same procedures used for the initial solicitation.

It is the sincere intention of CAC to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, CAC should determine that none of the teams submitting Proposals are advantageous to the CAC, or funder, CAC reserves the right to accept or reject any or all SOQs with or without cause. Issuance of this RFP does not commit CAC to award a contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for related services or supplies.

SECTION 4: Evaluation Methodology & Criteria

Evaluation Summary	MET/NOT MET OR POINT VALUE
(A) Professional approach and philosophy (including ability to protect the interests of the Owner during the project)	MET/NOT MET
(B) The name, qualifications and location of key personnel	MET/NOT MET
(C) Past performance with projects of a similar nature	MET/NOT MET
(D) Ability to meet accelerated schedule and budget requirements	MET/NOT MET
(E) Current and projected workloads, ability to navigate tight labor market and limited subcontractor availability	MET/NOT MET
(G) Proof of any required Insurance, Bonding Capacity	MET/NOT MET
(I) Firm's Estimated Fee	MET/ NOT MET

CAC represents and warrants the following regarding its evaluation methodology and criteria for Proposal selection:

1. All requirements set forth in this RFP necessary and reasonable to evaluate the ability of a Proposer to complete the Project in accordance with CAC expectations.
2. No evaluation criteria in violation of any applicable law are relied upon for the selection of a Proposal pursuant to this RFP.
3. The purpose of this RFP is to (1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured for the Project; and (2) identify all requirements which Proposers must fulfill and all other factors to be used in evaluating Proposals.
4. No employee, officer, or agent of CAC has participated in the selection, award, or administration of a Proposal if he or she has a real or apparent conflict of interest. No CAC officer, employee, or agent of has solicited or accepted gratuities, favors, or anything of monetary value from any Proposer. Any violation of the above shall subject such officer, employee, or agent of

CAC to disciplinary actions in accordance with such internal policies on conflicts of interest maintained by CAC.

SECTION 5: Qualifications Submittal

Company Name _____

When returning submittals to CAC, please tab this section.

Criterion A - The CMAR's Approach and Philosophy

Describe your firm's approach to the Project:

Criterion B – Key Personnel

Company Name _____

The Names, Qualifications and Location of Key Personnel:

For how many years has your firm been providing CMAR Services similar to the Project?

Has the Proposer or firm, or any proposed member of the Proposer’s team, failed to complete work for which a contract was issued? ___Yes ___No. If yes, explain in detail.

Are there any civil or criminal actions pending against the Proposer’s firm or any proposed member of the Proposer’s team? ___Yes ___No. If yes, explain in detail.

Name all key personnel that will be part of the firm’s team for the Project by completing the table below. (Note: Key personnel must be committed to the Project for its duration unless excused by CAC.) EXAMPLE TABLE:

Name of Key Personnel	Key Qualifications	Primary Office Location	Years of Experience	Highest Level of Education	Notable Awards / Certifications / Memberships

Criterion C – Past Performance with projects of a similar nature
Company Name _____

List 3-5 projects for which your firm in the past five (5) years has provided CMAR services which are most similar to the Project (list the projects in priority order with the most similar project listed first):

(For the projects identified, list the members of the proposed team for this project who worked on each identified project and describe their roles in those projects.)

Provide three (3) current references

Company Name _____

EXAMPLE FORMAT:

REFERENCE #1	
Name of Project	
Project Type and Scope	
Location	
CMAR Services Provided	
Reference name and Title	
Reference Contact Information (address, phone number, email)	

REFERENCE #2	
Name of Project	
Project Type and Scope	
Location	
CMAR Services Provided	
Reference name and Title	
Reference Contact Information (address, phone number, email)	

REFERENCE #3	
Name of Project	
Project Type and Scope	
Location	
CMAR Services Provided	
Reference name and Title	
Reference Contact Information (address, phone number, email)	

Criterion D - Ability to Meet Accelerated Schedule and Budget Requirements

Company Name _____

Describe scheduling and budget challenges presented by the project and how your firm will address these challenges.

Criterion E – Current and projected workloads, ability to navigate tight labor market and limited subcontractor availability.

Company Name _____

List all projects presently on-going or under contract for which your firm is acting as a CMAR and describe your approach to scheduling your human resources.

Criterion F – Proof of any Required Insurance

[Required for all proposals]

Attach and identify all required insurance certificates required, as listed in Minimum Qualifications.

SECTION 6: Financial Submittal

Criterion I - Firm's Fixed Fees, Rates, Verifications, and Financial Statement
Company Name _____

This form is required to be filled out and turned in by all proposers.

Firm shall provide 2023 year-end Financial Statement and letter from firm's bonding company affirming their bonding capacity; provided, however, that if Proposer's complete 2023 financial statements are not yet available, 2022 financial statements may be submitted along with (i) 2023 financial statements for the first, second, and third quarter; and (ii) a detailed explanation why 2023 statements are not yet.

By submission of a proposal, the Proposer certifies:

(1) Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

(2) The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this request for proposal.

Fixed Fee for Preconstruction [All Inclusive Fee to provide all Service described in Section 2 of this RFP, taking into account the Construction Budget] \$ _____

Written in Words

CMAR proposed Fee Percentage for Construction Management Services during Construction [Final % Contractor's Fee] will be negotiated at time of GMP. Note Fee should cover at a minimum all CMAR service and related costs not included in the Cost of the Work.

Written in Words

Umbrella & General Liability Insurance Rate % _____

Written in Words

Performance and Payment Bond – IF REQUIRED WILL BE REIMBURSED AT COST.

Firm Bonding Capacity for a Single Project \$ _____

Written in Words

Consents & Addenda Verification

If any information provided by the applicant is found to be, in the opinion of CAC, substantially unreliable, the response to the RFP may be rejected.

Acknowledgement of Addenda: The undersigned hereby acknowledges receipt of the addenda (if any) to the RFP for CMAR services. List each Addenda below:

Addenda

No.: _____ / _____ / _____ / _____

GENERAL PROPOSER/FIRM INFORMATION:

Firm Name _____ Phone (____) _____

Email Address _____ FAX (____) _____

Mailing Address _____

City _____ State _____ Zip _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship

_____ General Partnership

_____ Corporation

_____ Limited Partnership

_____ Limited Liability Company

_____ Other _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. By execution and submission of this proposal, the undersigned hereby represents and warrants to the Community Action Committee of Pike County that he/she has read and understands the RFP and all attachments thereto and that the firm's proposal is made in accordance with the RFP.

For and on behalf of the CMAR:

(Signature)

Name	Title	Date
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SECTION 7: List of Attached Documents

Draft version of Project Development Schedule
Schedule is provided for reference only and is not final.

ADDENDUM 1: REQUIRED CONTRACTUAL PROVISIONS

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.”

(D) *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 (41 CFR part 60 Comp., p. 189) and 12689 (41 CFR part 60 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.

Attachment 1

Anticipated Project Schedule:

The Owner reserves the right to make adjustments to this schedule as necessary.

Construction Document Phase	March 1, 2024 – June 10, 2024
Final Cost Estimating	June 10, 2024 – June 24, 2024
Permitting	June 24, 2024 – July 22, 2024
Bidding/GMP	June 24, 2024 – August 22, 2024
Contract	August 22, 2024 – September 7, 2024
Construction Start	September 24, 2024
Construction Completion	October 24, 2026