

**REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR/CONSTRUCTION MANAGER SELECTION FOR
REHABILITATION OF THE MILLIGAN BUILDING IN MILES CITY, MT**

One Health has been approved for funding through USDA, Rural Development for the design and construction required to renovate the Milligan Building in Miles City, MT. Additionally, the project is being designed to receive Historic Tax Credits and New Markets Tax Credits. One Health requires the services of a competent General Contractor/Construction Manager(s) (GC/CM), normally engaged in this profession, and duly registered as a Construction Contractor in the State of Montana, to provide GC/CM services as an alternative delivery process, specifically for the following Project:

Milligan Building Rehabilitation Project in Miles City, MT

It is One Health's desire to engage a qualified GC/CM to work with their organization and with High Plains Architects, the selected Architectural firm, for the performance of this project. One Health has prepared preliminary project documentation and has posted it on their website at the address below;

[HOME | One Health \(onechc.org\)](https://onehealth.org)

The current expectation is that the project will commence in July of 2023 with construction and/or renovations and all work complete by October 27, 2024. The final form of the contract shall be an amended AIA A133™ - 2019 "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price", in conjunction with AIA A201™ - 2017 "General Conditions of the Contract for Construction" with RD Guides.

It is the intent of One Health to make a single award for these services specific to the subject project.

GENERAL REQUIREMENTS FOR GC/CM SERVICES:

SCOPE OF PRECONSTRUCTION SERVICES

Each GC/CM invited to respond to this RFP shall propose a maximum preconstruction services fee for Construction Phase Services. The specific scope of preconstruction services will be negotiated prior to signing the Contract. In general, preconstruction services are anticipated to include the following:

1. Participation in all subsequent design, coordination, and building committee meetings if invited;
2. Conduct exploratory demolition, also known as "Forensic Demo"; the GC/CM shall provide labor and coordination for the selective, non-structural, exploratory demolition of existing building components and assemblies, as selected with the Architect and Owner. The purpose of the exploratory demolition is to investigate hidden existing conditions related to the building enclosure, structure, and any historically significant details, their construction, dimension, and state of repair to reduce unknowns during the Construction Documents and Construction phases. The GC/CM shall be responsible for cutting, fitting, or patching required to complete the work. All areas requiring cutting, fitting, or patching shall be appropriately, and temporarily, protected from weather, vermin, and unqualified persons after exploratory demolition and before commencing Construction.

3. Review of all designs for constructability and opportunities to optimize design based on local workforce and suppliers and anticipated supply-chain challenges;
4. Review draft Request for Bids for Hazardous Building Materials Cleanup for Milligan Building and coordinate with Architect and Environmental Engineering Firm to ensure materials to be mitigated and reused in the project are properly handled;
5. Work with One Health and design team on phasing, scheduling, and other strategies to complete construction of this scale of project on or before the stated date;
6. Coordination and gathering of input from subcontractors regarding constructability;
7. Prepare construction cost estimates for the project at the remaining phases of design taking into consideration schedule and market conditions;
8. Consult with, advise, assist, and provide recommendations to One Health and design team on all aspects of the planning and design of the work accomplished to date;
9. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs to assist in determinations which are aimed at providing the highest quality building, constructed using the most sustainable construction materials and practices, within the budget and schedule;
10. Review in-progress design and construction documents and provide input and advice on construction feasibility, alternative materials, costs and availability;
11. Review completed design and construction documents prior to subcontractor/supplier bidding/selection and suggest modifications to improve completeness and clarity and to eliminate construction change requests due to inconsistencies or omissions in the construction documents;
12. Provide input to One Health and the design team regarding construction market bidding climate, status of key subcontract markets, and other relevant economic conditions;
13. Recommend and actively source labor and material resources necessary to complete the project construction;
14. Provide input to One Health and the design team regarding long lead time materials and equipment, impact on the construction schedule and strategies for mitigating the impact;
15. Notify One Health and design team immediately if construction cost estimates appear to be exceeding the construction budget, and reconcile each cost estimate with the Architect's cost estimate, if required;
16. Furnish a final construction cost estimate for One Health's review and approval;
17. Develop a comprehensive CPM construction schedule;
18. Develop all subcontractor/supplier bid packages and perform all advertising and receipt of subcontractor and supplier bids. Contractor must meet RD Regulation 7 CFR 1942.18(j)(2) maximum open and free competition for competitive sealed bids;
19. Obtain bids per trade for One Health's/Architects review, unless otherwise approved by One Health to meet resourcing requirements, per GC/CM Contract. Self-performed work must be bid against at least two subcontractors, if readily available;
20. Upon execution of any Early Work Amendment prior to a GMP agreement, undertake early material procurement, site preparation, and advance construction work.

SCOPE OF CONSTRUCTION PHASE SERVICES

In general, construction phase services are anticipated to include the following:

1. A GMP for the entire project will be requested at the completion of the Construction Documents phase, provided the cost estimate is within One Health's budget. The established GMP will be the maximum amount paid for the entire work unless scope changes are requested by One Health.
2. Acceptance of the GMP by contract will constitute completion of preconstruction services and a subsequent Amendment of the GMP Agreement will initiate the construction period services for the Project. Request for Proposals for GC/CM Services totaling the cost of the work as it progresses. At the time of execution of the GMP amendment, the GC/CM will be required to submit a 100% performance and 100% payment bond for the amount of the GMP. One Health retains the option to cancel the construction phase services, or to start a new process for the construction of the Project or terminate the contract and negotiate a replacement contract with the next highest rated Proposer from this solicitation, or to conclude the GC/CM's services at preconstruction and issue the Project on a lowest, responsible bidder method.
3. Reference to Davis Bacon Wage Rates and the State of Montana Wage Rates/Schedule incorporated in this RFP is provided for informational purposes only. The selected GC/CM will be required to comply (as a minimum allowable rate schedule) with those rates adopted and effective at the time of signing the GMP Agreement/Amendment. Full text for rates and compliance can be found on the State of Montana, Department of Labor website.

SELECTION PROCEDURE:

One Health intends to evaluate and award a contract for the project without negotiating prices or cost rates. However, One Health reserves the right to negotiate if determined by One Health to be in their best interest at any time leading up to contract award. As such, the GC/CM is encouraged to provide their best possible pricing initially as final proposal revisions may not be requested.

The GC/CM shall submit a cover letter and statement of interest and all required information by the response date of this RFP. All information will be evaluated and rated in a manner that best serves the interests of One Health. Past Performance, Critical Personnel and Equipment, Scheduling and Pricing are all of significant importance.

The responses to this RFP will be reviewed and scored - based upon project approach and price – and the three GC/CM's with the highest scores will be given the opportunity to make a formal presentation (interview) to the selection committee.

SELECTION TIMELINE PROPOSAL AND AWARD TIMELINE:

May 04, 2023	Pre-bid meeting and walk-through at Milligan Building
May 18, 2023	RFP Proposals due at 4:00 PM
May 22, 2023	Submitted Proposals reviewed and scored by the Selection Committee
May 23, 2023	GC/CM Finalists (top 3 RFP proposal scores) invited to interview
May 31, 2023	GC/CM Finalists interviewed

PROJECT APPROACH (Scored from a total of 100 points)

Provide details of your project approach, which shall address, at a minimum:

1. Your project management approach to meet the needs of the project. Provide details of your proposed project managers duties, responsibilities and time allotted to the project. Include resumé for proposed project manager;
2. Your project supervisory approach to meet the needs of the project. Provide details of your proposed supervisor(s) duties, responsibilities and time allotted to the project. Include resumé for proposed superintendent;
3. Your past experience working with, and ability to work with the selected A/E firm during the design, budgeting, and construction phase. Also provide historical data on how close design estimates on projects have been compared to the awarded GMP for said projects;
4. What you consider the most critical components of providing construction services for a historical building located in a downtown area on main street, and your plan to address such components;
5. Your plan to encourage participation by local subcontractors, suppliers and labor. Provide a detailed description of work normally performed by your own forces and provide a detailed description of work normally subcontracted to other firms or companies. Discuss your subcontracting plan and thoughts on engaging services of local firms. Major subcontractors (e.g. mechanical, electrical, technology/data and security) may be selected by the GC/CM on a qualification, performance, or best value basis in collaboration with One Health and its Architect and Engineers, as appropriate;
6. Your proposed project schedule; Demonstrate your proposed progress schedule in a time scaled bar graph format. The horizontal axis of your schedule should be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The schedule shall show start and completion dates for specific tasks. Provide adequate detail to demonstrate your understanding of the project delivery. For the purpose of responding to this RFP, assume a start date for on-site construction of (Enter date) through (Enter date);

PRICE (Scored from a total of 100 points):

- a. Preconstruction Services Fee - Provide your firm's Preconstruction Services Fee as a maximum, not-to-exceed amount for this Project, together with hourly rates or other basis of compensation for those assigned to the preconstruction phase. These services are to be paid on a cost reimbursement basis up to the stated maximum. This fee is for the services described above and other services you describe herein. A zero-dollar or token amount for Preconstruction Services Fee is prohibited.
- b. GC/CM Fee - Provide your firm's GC/CM Fee for overhead and profit as a percentage of the Estimated Cost of Work for this Project. The Estimated Cost of Work (ECoW) is (Enter Amount of Cost). The contract between Owner and GC/CM will not allow for fee to be applied to the GMCRs; see below for definition of GMCRs.

- c. General Conditions & General Requirement Costs - Complete the attached “Guaranteed Maximum Cost for Reimbursable expenses for General Conditions & General Requirements” (GMCR) worksheet to indicate your firm’s proposed guaranteed maximum costs covering general conditions & general requirements for the duration proposed in this RFP and not for your proposed schedule. Any line item not completed on this worksheet with a specific dollar amount, but with the designation of “By One Health”, “Cost of the Work”, “Not Required” and/or other similar responses, will be evaluated and leveled by utilizing the highest line item cost taken from the other proposers worksheets, or at One Health’s discretion zeroed out on all proposers worksheets, to make an accurate GMCRs cost comparison.
- d. Method of Adjustment for Change Orders - The proposal shall include the method of adjustment as a single, combined percentage for the GC/CM’s overhead and profit allowance for One Health - directed changes in the Work. All Change Orders need to be reviewed and approved by the USDA.
- e. Sub-Contractor Method of Adjustment - The proposal shall include the method of adjustment as a single, combined percentage for the limit of your subcontractors overhead and profit allowance for One Health-directed changes in the Work.
- f. One Health’s analysis of fees and costs (Cost Comparison): The ECoW (enter cost amount) will be multiplied by the firm’s GC/CM Fee percentage then added to the proposed General Conditions/Requirements Costs and Preconstruction Services Fee to provide an overall cost comparison among the firms. (This comparison is only one factor in how the selection committee may score this portion of the RFP.)

Cost comparison value = (ECoW x GC/CM fee) + GMCRs + Preconstruction Services Fee

Pricing will be evaluated to determine reasonableness and evaluate potential performance risks. In this context, reasonableness may be determined by comparing offered prices with the initial budget study or other critical factors. Pricing will be evaluated as either reasonable or unreasonable. One Health reserves the right to cancel the RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved, or reasonableness of price cannot be determined.

PRESENTATION AND INTERVIEW (Scored from a total of 100 points)

Only the top three (3) highest scored GC/CM’s based on project approach and pricing will have the opportunity to interview with the One Health selection committee. The interview date will be (enter date); time and location will be provided to the qualifying GC/CM’s. The format of the presentation and interview: 15 minutes for the proposing firm’s introductory presentation, 15 minutes for discussion of questions One Health and the Architect send in advance of the interview, and 15 minutes for discussion of the proposing firm’s questions. A 10 minute setup time is allowed; overall interview time will be less than an hour.. At a minimum, the GC/CM's proposed project manager, pre-construction services estimator, and construction superintendent must be present at the interview. The proposing firm shall leave a written response to the questionnaire sent in advance by One Health and the Architect.

BONDING:

For any on-site construction work started prior to the executed amendment for GMP, the GC/CM will be required to submit performance and payment bonds equal to the current cost of the work. One Health will then require the successful GC/CM(s) to provide performance and payment bonds in the amount of 100% of the final established value of the work (GMP).

COMPLIANCE WITH LAWS:

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE:

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract. Before commencing work under this contract, the Contractor shall notify One Health in writing that the required insurance has been obtained. The Contractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this contract that require work on a One Health installation and shall require Subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to One Health upon request. Contractor shall carry the following insurance and shall provide the One Health with certificates verifying coverage:

- A. Insurance Carrier: Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.
- B. Workers Compensation: Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. One Health may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-	Statutory Employers Liability Limits- \$1,000,000 Each Accident
	\$1,000,000 Disease- Policy Limit
	\$1,000,000 Disease- Each Employee

- C. Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations.

Limits: \$1,000,000 Each Occurrence
 \$2,000,000 Products/Completed Operations
 \$2,000,000 General Aggregate

One Health shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for One Health as an additional insured including Completed Operations Liability. The use of the ISO CG 3287 and CG 3290 or its equivalent is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project.

Waiver of Subrogation in favor of One Health.
Per Project Aggregate Endorsement required.

D. Automobile Liability:

Limits: Owned Autos \$1,000,000
 Each Accident Hired/Non-Owned Autos \$1,000,000 Each Accident

E. Umbrella/Excess Liability:

Limits: \$1,000,000 Each Occurrence

F. Contractor Tools/Equipment: All tools leased, borrowed, or owned by the Contractor/Subcontractor will be their responsibility.

G. Cancellation/Non-Renewal Notice: Minimum of 45 days on Certificate of Insurance. Builders Risk Insurance will be provided by One Health.

INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined in the Selection Procedure, above;
2. Be signed by an officer or principal of your firm;
3. Be contained in a document not to exceed 25 pages total (single or double-sided printing is acceptable) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. Sections are to be tabbed and all pages numbered sequentially. A separate transmittal letter, cover page, cover sheets, sample schedules, and dividers are exempted from the page limit. The page size is limited to 8-1/2 x 11 inches, with basic text information reasonably legible;
4. Include a proposed project schedule, and which does not count toward the page limit;
5. Include a cover letter and statement of interest addressed to the selection committee specifically addressing the project described within this RFP, and which does not count toward the page limit;
6. Include resumés for the proposed Project Manager, Preconstruction Services Manager and Project Superintendent, and which does not count toward the page limit;
7. Include the Guaranteed Maximum Cost for Reimbursable Expenses (GMCR) for General Conditions/Requirements worksheets, which are exempt from page limit in line item (3) above;

Instructions for Submittal:

1. Send five (5) hard copies to One Health, 10 4th Street West, Hardin, MT 59304
2. Email one electronic copy to Jim Beamon at jim.beamon@onechc.org. If file is larger than 10mb please send a link to download the file.

ATTACHMENTS (OR ITEMS AVAILABLE AT ONE HEALTH WEBSITE):

- Draft A133-2019 agreement
- Design Development package
- Guaranteed Maximum Cost for Reimbursable Expenses (GMCR) for General Conditions/Requirements worksheets

ATTACHMENTS TO SEND TO GC/CM THAT ARE TO BE INTERVIEWED:

- Contractor interview questionnaire (which would be the same for all interviewing contractors)
- Draft Hazardous Materials Abatement Bid Docs
- HPA memo on Hazardous Materials Bid Docs Review