

RFP 21-16-SSP CONSTRUCTION MANAGEMENT SERVICES - RADIATION ONCOLOGY & IMAGING CENTER

Provided by H Lee Moffitt Cancer Center and Research Institute, Inc.. Active from 2/16/2021 2:00
PM CST until 3/12/2021 1:00 PM CST.

1. EXECUTIVE SUMMARY

Moffitt Cancer Center Overview

The H. Lee Moffitt Cancer Center and Research Institute, Inc. ("Moffitt"), located in Tampa, Florida, began operations in 1986. As an academic and research medical center, Moffitt is a National Cancer Institute-designated oncology research institute in Florida and one of the Southeast's leading cancer centers.

Comprised of an inpatient facility, ambulatory outpatient surgery center, ambulatory clinics, a cancer screening facility and research laboratories, Moffitt offers a sophisticated network of services and technologies that assure the citizens of its region convenient, cost-effective, high quality health care. Moffitt's workforce is currently comprised of a diverse and robust group of individuals ranging from full-time and part-time employees, medical residents, volunteers, students and interns, all engaging in varying scopes and projects across the institution.

2. RFP PURPOSE AND OBJECTIVE(S)

Moffitt Cancer Center is seeking a Construction Manager (CM) for the planning and construction of the new Radiation Oncology & Imaging Center.

The following three phases describe the scope of services by the Construction Manager (CM). This includes, but does not limit, the list of meetings and documents anticipated for the project. This list provides an idea of the level of engagement required but is not intended to be all inclusive.

Phase I – Pre-construction Service

a. Investigation

- Visit site to identify construction constraints that could impact costs or schedule.
- Investigate existing conditions to identify construction constraints that could impact costs or schedule.
- Participate in a kick-off meeting with owner's project team and owner's representative to review project guidelines, owner design requirements, project milestones and responsibility matrix.
- Work with the project team, owner and owner's representative to identify required due diligence work.

b. Assist in establishing scope definition and Target Value cost for the overall construction cost and for each trade and major system.

c. Develop project schedule identifying critical path, key activity durations and milestones and long lead items. Schedule to be updated throughout construction.

d. Engage with the team in continuous estimating throughout the design process such that there is always a current detailed estimated available to the team. Provide leadership in working toward the established target value costs. Create milestone cost estimates at conceptual design, schematic design, and design development milestones.

e. Engage in the design process and provide suggestions for improved coordination requirements, material applications and system configurations. Make recommendations for early trade involvement and provide leadership in engaging any trades in a preconstruction or design assist role.

f. Develop a cash flow analysis for the duration of the project with monthly updates.

g. Provide a Guaranteed Maximum Price (GMP) no later than after 100% design development documentation has been issued.

h. Provide a cost & pro/con analysis of proposed systems (structural, mechanical, electrical, etc. ...) and suggestions for alternates for cost savings or improved performance.

- i. Provide value engineering suggestions and alternatives throughout the Target Value process to keep the project within budget and schedule.
- j. Develop a proposed bidder list and prequalification process for all required trades. Identify any owner preferred subcontractors and any the owner would prefer not work on the project.
- k. As required, provide the owner with information required for them to develop interim life safety plans and infection control plans and review the requirements of the plan and work with the owner on implementation of the plan.
- l. Develop a site logistics plan for the duration of construction noting pedestrian and vehicular access to the project site and owner current facilities, major lift equipment locations and other key logistical components to ensure the owner's current operations are maintained throughout the life of the project. Construction Manager will also consult with and coordinate all site logistics with other owner contractors which will be on site concurrent with this work.
- m. Provide leadership and support to the owner and project team throughout the preconstruction phase on all construction matters to ensure the project is prepared to begin the construction phase on schedule.

Phase II - Construction

a. Meetings

- Conduct meetings with Owner and Architect on a bi-monthly basis (minimum) to discuss coordination, cost and schedule issues.
- Conduct meetings with subcontractor trades and owner vendors to resolve coordination and schedule issues.
- Develop meeting minutes to document discussions, decisions and issues that need to be addressed.
- Attend executive committee level meetings as requested.

b. Coordination with Authorities Having Jurisdiction

- Identify review requirements of Authorities Having Jurisdiction over project and notification requirements for inspections.
- Apply for required permits, submit the appropriate permitting documents, and arrange for permit payments.

c. Construction Activities

- Contract, manage and coordinate all subcontracts required to perform the work as defined in the construction documentation.
- Manage and track all Requests for Information, Architectural Supplemental Instructions, Proposal Requests, submittals etc. and update status during meetings with the Owner and Architect.
- Coordinate with utilities to ensure proper infrastructure is available for the project when required.

- Coordinate with testing and commissioning agencies so they are present at appropriate times and address issues that are identified as not being within design parameters.
- Construction Manager will consult with and coordinate all site logistics with other owner contractors which will be on site concurrent with this work.

d. Monthly Reports

- Provide current schedule / progress updates.
- Identify important upcoming construction activities (minimum 6-week look ahead).
- Provide updated cash flow projections.
- Include a summary of construction activities.

Phase III – Close-out

a. Documentation

- Provide all warranties and guarantees as required.
- Provide all maintenance and operation manuals as required.
- Provide as built record documentation as required.
- Verify all attic stock materials have been delivered.
- Submit final payment application with all required lien waivers.
- Completion of Cx report related issues.

b. Requirements of Authorities Having Jurisdiction

- Obtain certificates and approvals required for occupancy.

c. Close-out Activities

- Coordination with commissioning agent to verify all issues have been addressed.
- Coordinate with owner to schedule and perform all training required.
- Verify all punch list items have been addressed and confirmed by A/E team.
- Participate in one-year warranty punch list.
- Participate in 11-month walkthrough in anticipation of one-year warranty expiration.

3. RFP PROPOSAL PROCESS

RFP Contents

This RFP package includes the following documents and contents, which require responses as part of the Respondent's proposal as indicated:

1. RFP Document – **requires response**
2. Submit copy of W-9 Form - **requires response**
3. Supplier Diversity Utilization and Subcontracting Plan (Appendix 1) – **requires response**
4. Project Team Overview (Appendix 2)
5. Project Summary and High-Level Conceptual Program Draft (Appendix 3)
6. Single Page Summary Response (Appendix 4) - **requires response**

RFP Timeline

This RFP shall be conducted under the following timeline, which is subject to change only upon prior approval by the Moffitt Purchasing Department and granted to all responsive parties (hereinafter "Respondent(s)" or "Vendor(s)").

- Issuance of Bid - 02/16/2021
- Respondent Pre-Submission Conference Call - 03/02/2021
- Bid Packages Due from Respondents - 03/12/2021
- Respondents Interview* - Week of 03/21/2021 or 03/29/2021
- Award of Bid - TBD

**Refer to Section - Award Criteria*

On the date indicated above for 'Bid Packages Due from Respondents' in the timeline section of this RFP, Respondent's bid must be received, online, in accordance with the requirements below, by **no later than 2:00 p.m. Eastern Daylight Time ("EDT")**.

Respondent Pre-Submission Conference

Moffitt will conduct a Respondent Pre-Submission conference call to further clarify and discuss the requirements of this RFP on the following date and time, utilizing **Conference Number: 800-206-6032, Conference ID: 7457113. Date: March 2, 2021 Time [EDT]: 11:00am**. Please be prepared with your questions.

Response Requirements

All communication required during the RFP process must be directed to:

- Lori Perks
- Contract Sourcing Administrator
- rfp@Moffitt.org

All responses received are deemed confidential in nature and should be submitted online only.

Failure to adhere to these requirements may result in Respondent not being considered.

Award Criteria

The award of this RFP is subject to the terms and conditions contained herein, in addition to any supplemental terms and conditions developed by Moffitt during the course of this RFP process to augment purchase order conditions of the purchase.

Quality of service, pricing, products, acceptance of Moffitt's Vendor Contracting Requirements, Supplier Diversity and other terms of purchase will be an integral part of the decision selection process.

Moffitt reserves the right to award this RFP bid, in whole or in part, to the Respondent that can best meet Moffitt's business and regulatory needs, in Moffitt's sole and absolute discretion.

Moffitt reserves the right to request either all or just a shortlisted group of firms to participate in interviews. Firms may be selected, based on their submittal information, to present their proposal and qualifications to the Moffitt selection committee. Should Moffitt choose to interview firms, firms shall be prepared to make presentations per the RFP timeline. Presentation directions and invitations will be provided at least two (2) days ahead of time. Firms participating in the interview process are asked to have the proposed Construction team members who will participate in this project present for this meeting. It is assumed that this will be a virtual meeting as Moffitt Policy has not yet allowed in person gatherings with external personnel. Moffitt requests that these team members participate in the presentation and respond to the interview questions.

Moffitt assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a bid in response to this RFP.

4. RFP RESPONDENT INFORMATION

*** 4.1 Please provide Respondent's full company name, address, city, state, zip code, telephone, and fax numbers.**

*** 4.2 Please identify the name, title, address, phone and fax numbers, and e-mail address of the primary contact person for this RFP response/project.**

*** 4.3 Please provide details on the financial stability of your organization.**

*** 4.4 Respondent shall provide a statement of bondability confirming firms maximum bonding capacity for this project.**

- Provided
- Not Provided

*** 4.5 Please provide a brief overview of Respondent's company including the number of years in business, number of employees, product and services offering, clientele market description, and any parent corporations if applicable.**

*** 4.6 Has Respondent conducted business with Moffitt in the past? If so, in what capacity? Please provide a brief description of the relationship between Moffitt and Respondent and what makes the Respondent's company an ideal partner for Moffitt.**

- Yes
 No

Comments

*** 4.7 Respondent shall provide details on their change control process. What communications are provided in advance of any changes?**

*** 4.8 Please provide confirmation that Respondent's company, and any affiliates: (i) are not "sanctioned persons" under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration's list of Parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare.**

- Confirmed
- Not Confirmed

*** 4.9 In the past five (5) years has Respondent been a defendant in any litigation? If yes, please provide the docket number, a brief description of the nature of the litigation, and its current status. Please provide brief description in the comments section below.**

- Yes
- No

Comments

*** 4.10 Is Respondent involved in an active data security breach, products liability, or similar investigation related? Please provide brief description in the comments section below.**

- Yes
- No

Comments

*** 4.11 Has Respondent ever had a regulatory proceeding or investigation initiated against it? If yes, give details. Please provide brief description in the comments section below.**

Yes

No

Comments

5. RFP RESPONDENT QUESTIONNAIRE

*** 5.1 Respondent must complete the Single Page Summary (see Appendices).**

- Provided
- Not Provided

*** 5.2 What sets Respondent apart and why should Respondent be selected?**

*** 5.3 List three (3) words that describe the Respondent's team value and approach to being Moffitt's Construction Manager.**

*** 5.4 List Respondent's knowledge of Moffitt's/Hospital culture, operation processes and protocols?**

*** 5.5 Respondent shall provide a minimum of three (3) examples of similar Radiation Oncology & Imaging Center projects constructed by your firm. Note which projects are located in the State of Florida. Note which projects your proposed team(s) have worked on together.**

- Provided
- Not Provided

Comments

*** 5.6 Repondent shall provide their proposed staffing structure for the project for Pre-Construction and Construction. Have the proposed Project Manager and Superintendent had experience working together previously? If so, where and what type of projects. Submit resumes for the proposed on-site Project Manager and Superintendent.**

- Provided
- Not Provided

Comments

*** 5.7 Respondent shall provide a list and description of project(s) your firm has completed incorporating linear accelerators, proton therapy or other cancer treatment modalities. Note which members of the proposed team worked on these projects.**

- Provided
- Not Provided

Comments

*** 5.8 Respondent shall provide a description of your firms Pre-Construction, cost estimating and scheduling process.**

- Provided
- Not Provided

Comments

*** 5.9 Respondent shall provide a description of your firms Target Value Design process.**

- Provided
- Not Provided

Comments

*** 5.10 Respondent shall provide a description of your firms Change Management process.**

- Provided
- Not Provided

Comments

*** 5.11 Respondent shall provide your firms current EMR rating.**

- Provided
- Not Provided

Comments

6. PRICING AND SCHEDULE

*** 6.1 Respondent must provide a lump sum pre-construction fee through the end of the project in the Single Page Summary (see Appendices). Preconstruction fee shall include all associated costs including travel, printing, sustenance, office space, phones, communication, etc.**

- Provided
- Not Provided

*** 6.2 Respondent must provide a project fee as a percentage-based fee on the cost of work for all services requested in this RFP in the Single Page Summary (see Appendices).**

- Provided
- Not Provided

*** 6.3 Respondent must provide labor burden rate for CM in the Single Page Summary (see Appendices).**

- Provided
- Not Provided

*** 6.4 Respondent must provide a proposed fee for self-perform work in the Single Page Summary (see Appendices).**

- Provided
- Not Provided

*** 6.5 Respondent must provide overhead and profit percentage for Change Orders on all tiers (suppliers, subcontractors and CM). This rate applies to additive and deductive Change Orders in the Single Page Summary (see Appendices).**

- Provided
- Not Provided

*** 6.6 Respondent must provide an estimated General Condition with matrix outlining where costs are included (pre-construction, fee, general conditions, cost of work, etc.).**

- Provided
- Not Provided

Respondent must provide a proposal with maximum cost for the proposed product(s), solution(s), and/or service(s) identified within this response to the RFP for the totality of the project as described herein (refer to the RFP Purpose and Objectives section and the Appendices). To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separate and apart from this RFP.

This section must include all costs associated with the receipt, acquisition, implementation, and/or integration and ongoing operation or utilization of the proposed product(s), solution(s), and/or service(s), as well as any necessary conversions, interfaces and customizations, as applicable. Respondent must provide complete information, regardless of whether it is specifically requested.

Moffitt will most likely request more details regarding Respondent's cost proposal during its bid proposal evaluation process. Moffitt understands that the actual costs will be detailed in the final purchase agreement between it and the successful Respondent. However, Respondent is required to provide a breakdown of all applicable rates, fees, and/or charges for the proposed product(s), solution(s), and/or service(s); detailed by each phase individually, and for the totality of the project, and a proposed payment schedule. Respondent must also include an estimate for any travel expenses that they expect to be charged as part of the project and typical return on investment information, if available, as well as any payment/purchase alternatives (e.g., purchase versus licensing options).

7. MOFFITT'S DESIGN AND CONSTRUCTION VENDOR CONTRACTING REQUIREMENTS

By submitting a bid response to this RFP, Respondent agrees and commits that the contractual provisions ("Contractual Provisions") as detailed below shall be included within the agreement(s) between Moffitt and Respondent upon successful award of the Contract.

PLEASE BE ADVISED: Should Respondent be awarded the Contract, and Respondent subsequently fails to agree to include the below Contractual Provisions (as applicable) within its agreement or the Contractual Provisions are materially changed by Respondent following their insertion into the purchase agreement by Moffitt's Office of General Counsel, Moffitt reserves the right in its sole discretion, to unilaterally rescind the Respondent's Contract award and to immediately terminate all negotiations with respect to the agreement.

Access to Moffitt's Facilities/Systems

In accordance with applicable state, federal, and regulatory requirements, Moffitt strives to provide a healthy, safe, and secure environment for all of its patients, team members, Vendor personnel and guests. In order to achieve this endeavored level of safety, Moffitt maintains and enforces a detailed policy and procedure for all applicable employees, representatives, Vendors, agents and/or subcontractors ("NEMP"). The NEMP policy applies to all Vendors (as well as their personnel and representatives) and requires that every Vendor, whether coming onsite to one of Moffitt's facilities and/or accessing any of Moffitt's systems remotely, has undergone the proper credentialing and/or background check(s) and immunization verification(s) in accordance with Moffitt's policies. Accordingly, Moffitt may require the Vendor to have its employees perform background and health screening through symplr. Any Vendors or Vendor personnel identified as being debarred will be prohibited from conducting business with or performing services for Moffitt.

Assignment

Moffitt does not agree to the assignment of any of its contracts to third-parties without consent.

Diversity

It is the policy of Moffitt to maintain a Supplier Diversity Program designed to encourage and prioritize contracting with raw material suppliers, manufacturers, and/or subcontractors who are either Diverse Vendors, Non-Diverse Vendors who already subcontract with Diverse Vendors, and/or Vendors that are willing to subcontract with Diverse Vendors. As set forth within Moffitt's Supplier Diversity Utilization and Subcontracting Plan (attached and incorporated within this RFP or RFQ as Appendix 1-Supplier Diversity Utilization and Subcontracting Requirements ("Appendix 1"), the successful bidder/Respondent is required to provide at least fifteen percent (15%) spend with Certified Diverse Businesses for any subcontracted commodities or services that are identified and proposed within Respondent's RFP bid submission/proposal. Subsequently, a monthly report prepared and submitted by the Respondent is necessary in allowing for Moffitt's necessary tracking of Respondent's compliance with this requirement (as further identified within the attached Appendix 1).

Governing Law

Moffitt is a not-for-profit corporation established by and governed in accordance with Section 1004.43, Florida Statutes. Accordingly, and as an instrumentality of the State of Florida, any contract and its corresponding performance, entered into by Moffitt shall be controlled and governed by the laws of the State of Florida.

MOFFITT DOES NOT INDEMNIFY

As an instrumentality of the State of Florida, Moffitt is protected by sovereign immunity under Florida Law, including Florida Statute Sections 1004.43 and 768.28. In order to preserve the protections of sovereign immunity Moffitt does not enter into indemnity obligations that require Moffitt to indemnify a Vendor.

Insurance

It is the policy of Moffitt to ensure that its Vendors meet Moffitt's minimum insurance requirements which are as prescribed both by law and within industry standards. Accordingly, listed below are Moffitt's general insurance requirements for its Vendors:

1. Workers Compensation insurance as prescribed by the law of the state in which the Services are performed, and in no event less than one million dollars (\$1,000,000) each employee, one million dollars (\$1,000,000) each accident, and one million dollars (\$1,000,000) policy limit, with endorsements waiving subrogation and including a primary and non-contributory clause;
2. Commercial General Liability ("CGL") Insurance (with Moffitt as an additional insured) with limits of at least one million dollars (\$1,000,000) per occurrence, three million dollars

(\$3,000,000) annual aggregate, one million dollars (\$1,000,000) personal & advertising injury, three million dollars (\$3,000,000) products/completed operations and twenty-five million dollars (\$25,000,000) annual aggregate per location / per project, with a waiver of subrogation;

3. Business Auto Liability Insurance with limits of at least one million dollars (\$1,000,000) combined single limit, per accident, for owned, non-owned and hired autos, with an endorsement waiving subrogation;
4. Pollution Liability with limits of at least five million dollars (\$5,000,000) each loss and five million dollars (\$5,000,000) annual aggregate;
5. Professional Liability Insurance with limits of at least ten million dollars (\$10,000,000) per claim and twenty million dollars (\$20,000,000) annual aggregate; and
6. Moffitt may elect additional insurance limits or coverages as part of any contract negotiations.

In each case, all such policies will be procured from an insurance companies having a Best's rating of A- or better. Vendor shall be required to furnish certificates of insurance evidencing the foregoing insurance. Vendor will notify Moffitt in writing at least thirty (30) days prior to any cancellation, termination, or any material change in such policies if such policy is not replaced by a policy that complies with the requirements set forth in this paragraph.

Invoicing and Payment

As a not-for-profit corporation, Moffitt has an obligation to be a good steward of its resources and not agree to any punitive contractual terms. As such, Moffitt's policies and procedures limit its ability to contractually agree to any payment terms encompassing less than forty-five (45) days after receipt of a complete and accurate invoice. Subsequently, Moffitt is unable to agree to any fees and/or penalties for the submission of late payments.

Debarment Warranty

Vendor shall represent and warrant that it and its affiliates: (i) are not "sanctioned persons" under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration's list of Parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare (collectively referred to herein as being "Debarred"). Vendor represents and warrants that it and its affiliates shall not knowingly employ, contract with, or retain any person or entity directly or indirectly to perform or provide the services hereunder if such a person or entity is Debarred or is, to Vendor's knowledge, under investigation for debarment. Furthermore, Vendor represents and warrants that, to the best of its knowledge, it has not engaged in any conduct or activity which could lead to debarment actions.

8. Appendix 1 – SUPPLIER DIVERSITY UTILIZATION AND SUBCONTRACTING PLAN

Click on the following link to download and complete document for submission.

Attachment: Appendix 1 – SUPPLIER DIVERSITY UTILIZATION AND SUBCONTRACTING PLAN.docx

*** 8.1 Has the Respondent included the fully executed Appendix 1 - Supplier Diversity Utilization and Subcontracting Requirements forms as required with this RFP bid submission/response?**

Yes

No

The completion, execution, and submission of Moffitt's **Appendix 1 - Supplier Diversity Utilization and Subcontracting Requirements** forms (and any corresponding attachments), is **REQUIRED** with **all** Request for Proposal ("RFP") bid submission(s)/proposal(s). Any RFP bid submission(s)/proposal(s) that do not include the Respondent's fully executed forms (as provided within Appendix1), will be deemed incomplete, and will be subject to rejection and/or non-consideration by Moffitt at its sole discretion.

9. Appendix 2 – PROJECT TEAM OVERVIEW

Talented professionals are central to accomplishing the goals associated with this project, and their collaborative interactions will be key to the project's overall success. The principal team involved in this project will consist of the Project Management/Owner's Representative, Architect, Engineers, and Construction Manager, who is the only subject of this RFP. The Construction Manager team will be integrated to enable project collaboration, while each member will maintain their own responsibility and authority.

Representatives from the Construction Management team will interact with the Project Management/Owner's Representative, Architect, and Engineers to maintain clear communications, resolve issues, and keep the project on schedule and within budget. Moffitt aspires for the team to interoperate daily and in close proximity. While the processes and mechanisms will frame daily activities, it is also Moffitt's intent to build a culture of enduring trust among the team and sub-teams, framing constructive attitudes and requiring leadership finesse by all parties.

In the spirit of openness and collaboration, the general and salient responsibilities for each of these principal team members is identified below. Specific responsibilities will be defined by individually executed owner agreements based on the standards coordinated in the underlying AIA suite of contracts. All principal team members will be expected to maintain a balanced focus on forward progression and value creation for this project, while maintaining pressure on each other to control costs, quality, and schedule adherence.

The Architect and Engineers will be responsible for:

- Reviewing of shop drawings, submittals, RFIs, and other project-pertinent items
- Conducting field visits to ensure the project is constructed per the Construction Document

The Construction Manager is to lead all construction efforts including:

- Construction planning/execution to deliver the project per the Construction Documents
- Procurement of labor and materials
- Communication of facility impacts and shutdowns with Moffitt
- Communication of any potential risks (budget and schedule) to Moffitt

The Project Management (PM)/Owner's Representative will drive the rapid and dependable internal decision-making and bi-directional reporting between the Design Team, Construction Team and Moffitt leadership. The PM will also act as a Moffitt Team member in coordinating activities and communicating with staff.

Once the principal team(s) is(are) selected, other talent may be added on an as needed basis for this specific project.

10. Appendix 3 – PROJECT SUMMARY AND HIGH LEVEL CONCEPTUAL PROGRAM DRAFT

Please see attachment.

Attachment: Appendix 3 - Project Summary and High Level Conceptual Program Draft.pptx

11. Appendix 4 – SINGLE PAGE SUMMARY RESPONSE

Please see attachment and respond.

Attachment: Appendix 4 - Single Page Summary Response.pptx