



Solicitation Information
24 May 2012

LOI # 7449770

TITLE: Owner's Program Management Services for Psychiatric Forensic and Adult Psychiatric Facility

Submission Deadline: 14 June 2012 @ 11:30 AM (EDT)

<p>PRE-BID/ PROPOSAL CONFERENCE: Yes Date: 5 June 2012 Time: 2:00 PM (EDT) Mandatory : No Location: Department of Administration / Conference Room B, One Capitol Hill, Providence, RI</p>
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Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov and must be received no later than **4 June 2012 at 12:00 Noon (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

<p>SURETY REQUIRED: No</p>

<p>BOND REQUIRED: No</p>

Jerome D. Moynihan, C.P.M., CPPO
Assistant Director for Special Projects

NOTE TO VENDORS:

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

INSTRUCTIONS AND NOTIFICATIONS TO OFFERERS

INTRODUCTION

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Division of Capital Projects is soliciting proposals from qualified firms to provide owner's program management services associated with the design, construction, and occupancy of a proposed Psychiatric Forensic and Adult Psychiatric Facility, in accordance with the terms of this solicitation and the State's "General Conditions of Purchase" (available at www.purchasing.ri.gov).

This is a request for proposals ("RFP"), not an invitation for bids. Vendor proposals for owner program manager services will be evaluated on the basis of the relative merits of the proposal, with price/cost as one of several factors taken into consideration. There will be no public opening or reading of proposals received by the Division of Purchases, other than a public announcement identifying those vendors who submit proposals prior to the submission deadline set forth herein.

- Potential offerors are advised to review all sections of this solicitation carefully as well as any and all attachments, instructions, and addenda completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this request for proposal will be considered. However, proposals which depart from or materially alter the terms, conditions, requirements, or scope of work defined by this solicitation will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this RFP, or for providing clarification of its content shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the submission deadline, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed for the duration of the project unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not submitted to the Division of Purchases by the submission deadline set forth herein for any cause will be deemed to be late and shall not be considered. The "official" time clock is located in the reception area of the Division of Purchases.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no out of state, or foreign, corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of

State (401-222-3040). *This requirement will be imposed only upon the successful offeror(s).*

- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this request for proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- Offerors are hereby given notice of Rhode Island’s MBE requirements, which address the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the Rhode Island MBE Administrator at (401) 574-8253 or dorinda.keene@doa.ri.gov or visit the MBE website <http://www.mbe.ri.gov>
- Vendors are instructed to monitor the Division of Purchases public website on a regular basis, as additional information relating to this solicitation may be released in the form of addenda to this RFP
- Equal Employment Opportunity, R. I. Gen. Laws § 28-5.1-1:
Declaration of Policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email: raymondj@gw.doa.state.ri.us
- Subcontracts are permitted, provided that their use is clearly indicated in the offeror’s proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

SCOPE OF WORK

Background and Purpose

The Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (“DBHDDH”) shall relocate its hospital services within a “Hospital Zone” footprint on the grounds of the Pastore Government Center (“Pastore”) in Cranston, RI. DBHDDH shall vacate an existing building within the Hospital Zone. Upon demolition of the vacated building, a new state-of-the-art “Psychiatric Forensic and Adult Psychiatric Facility” shall be constructed in its place to provide in-patient psychiatric services for adult psychiatric patients, psycho-geriatric patients and psychiatric forensic patients. The new facility is expected to house up to one hundred and forty patients. The facility shall require forty (40) forensic high security beds, twenty-five (25) psycho-geriatric beds, and seventy-five (75) general adult psychiatric beds. The facility is estimated to require approximately 80,000 sq. ft. of floor space on three floors.

The Department of Administration, Division of Capital Projects (the “Owner”) shall coordinate

and oversee demolition of the existing building and construction of the new facility on behalf of DBHDDH (the “End User”). Capital Projects requires a qualified firm/individual to provide owner’s program management services for the Psychiatric Forensic and Adult Psychiatric Facility (the “Project”). In general, the owner’s program management services shall include: review of the proposed Project plan; assistance with selection of design consultants; assistance with selection of the appropriate method of construction management; assistance with oversight of Project construction; and, coordinating the post-construction occupancy and staffing of the facility. More specifically, it is anticipated that owner’s program management services shall include, but shall not be limited to the following:

- Provide information, oversight, and coordination of the proposed Project’s programming, design, and construction from the Owner’s perspective to ensure that the completed facility incorporates, to the extent possible, the goals and objectives of the End User, so that it is designed to the highest and most appropriate standards for psychiatric care and rehabilitation, and so as to insure the facility is patient and staff friendly. Further, the owner’s program manager shall represent the Owner’s and End User’s interests on the Project, independent of the design professionals and construction contractor(s).
- Anticipate any and all needs of the Project and identify options for addressing those needs.
- To prepare, at the request of the Owner and End User, any and all applications including, but not limited to, certificate of need compliance, Joint Commission applications, third-party reimbursement requirements, etc.
- To make recommendations on Project design, construction from inception to occupancy, so that the facility’s systems are user friendly and provide a safe, recovery oriented environment for patients and employees.
- To offer recommendations for appropriate furniture, fixtures, and equipment that will promote the care, rehabilitation, and well-being of patients.
- To offer recommendations for floor plan lay-out and security features that will be patient and staff friendly.
- To observe and report to the Owner as to the quality and progress of design and construction services so that the Project proceeds in accordance with Owner and End User objectives and established schedules.
- To provide assistance in Project close-out and completion.
- To develop policies and protocol for post-construction facility operations, including all requirements of funding authorities and other authorities having jurisdiction over hospital/psychiatric facilities.
- To offer the End User staffing and personnel recommendations for the operation of the facility and to coordinate with End User staff for the efficient and effective operation of the various units within the facility so as to enhance patient care.

- To coordinate transition planning services for End User staff and patients through the development of a comprehensive move-in plan.
- To coordinate advance training for End User staff and patients on the facility's features including, but not limited to security systems, fire/life/safety systems, and emergency/disaster response protocols consistent with written and approved policies and procedures.
- To monitor the transfer of End User staff and patients to the new facility and coordinate resolution of issues that may arise between the Owner, the End User, the project designer, project contractor (s), and others.

Examples of Work Performance/Requirements:

- Represent the Owner at project meetings and, in conjunction with the Owner provide advice that will help facilitate economical, efficient and desirable program development and construction. All Owner Program Management Services are to be performed in concert with the Owner, the End User, the design team, and the construction contractor(s).
- Ensure that all potential Project related issues that impact patient care are addressed and that each member of the Project team is aware of their role in resolving them.
- Work with the Project team, as needed, to provide value engineering services to ensure that Project costs remain within budget. To the maximum extent possible ensure that, as value engineering decisions are made, the best interests of DBHDDH's patients and staff are considered.
- Act as primary contact for all patient care issues which relate to design and construction considerations.
- Prepare regular updates for the Owner's approval, including but not limited to budget issues and meeting reports.
- Monitor the progress of project design/construction through regular meetings with the design team and Project site visits to assure Owner and End User goals are being implemented.
- Participate in the analysis, selection, delivery, and installation of fixtures, furnishings, and equipment.
- Ensure that the Owner receives regular Project cost updates and all final Project close-out documents including, but not limited to any and all operational manuals, OEM manuals and maintenance protocols.
- Plan, organize, coordinate, and/or conduct training in building and systems.

- Coordinate DBHDDH patient and staff transfer from existing facilities.

Examples of The Authority and Responsibility of The Owner’s Program Manager (OPM):

- The OPM shall assist and advise the Owner in the selection of the architect, sub-contractor engineers, testing agencies, and the design of the specific recruitment tools and state-vendor contracts for these firms.
- The OPM, in conjunction with the Owner, shall have approval authority over the work product of the Project’s design team and contractor(s). That authority shall include the approval of drawings, modifications, program additions and deletions and, the final plan and bid sets. The OPM shall have a leading role in reviewing and making recommendations on the contract documents as prepared by the design team.
- The OPM shall have the authority to review and comment on, correct, or modify change orders and/ or applications for payment from either the Project design team and/or the contractor(s). This authority shall include the ability to question and approve vendor hourly rates, the hours of work required for any particular tasks, and to set reasonable cost expectations for materials.
- The OPM shall review products recommended by the design team and provide comment on the quality of these products or substitutions.
- The OPM shall draft the scope of work for the design team and have a leading role in commenting on and revising the solicitation for building contractors and/or subcontractors.
- The OPM shall coordinate and manage all Project meetings and maintain minutes of such during both the design phase and construction phase.
- The OPM, in conjunction with the Owner, shall supervise the work of the Project design team and the construction contractor (and all sub-contractors).
- The OPM shall have limited delegated authority to approve “field decisions” for Project change orders related to design and construction issues.
- The OPM shall have authority to order independent peer review of plans and specifications and to order changes that are recommended by such review.
- The OPM shall review and approve all value engineering recommendations to keep the project on schedule and on budget.
- The OPM shall review and comment on contractor shop drawings.
- The OPM shall have authority to order materials testing and special inspections as means of assuring quality control and as mandated by building codes.

- The OPM shall act as “initial decision maker” in any conflict that may arise between the Owner, the design team and the contractor(s).
- The OPM shall initiate and update a Project work schedule with specific performance milestones.
- The OPM shall carry significant errors and omissions insurance in keeping with the professional practice standards. Errors and omissions insurance shall be in an amount determined by the Owner.
- The OPM shall be designated as the entity responsible for determining and enforcing optimal means and methods of construction and constructability. This includes the review of the sequence of design and construction in order to meet schedule goals and budget constraints.
- The OPM shall, independent of the Project design team and contractor, and in conjunction with the Owner, hire and supervise the building commissioning agent(s).
- The OPM shall oversee all proposed utility installation to make sure that complies with the Pastore Government Center requirements.
- The OPM shall be responsible to the Owner and End User for reporting on weekly and/or monthly basis.
- The OPM shall be responsible for identification of design and construction issues and provide recommendation to the design team.

Qualifications

- A minimum of five year’s professional experience that includes experience in the development of large scale construction projects. Preference shall be given to consultant(s) with knowledge of high security forensic psychiatric environments, psychiatric recovery programming, psycho-geriatric care, and psychiatric hospital standards and staffing.
- Experience serving as an owner’s program manager in construction of sophisticated health care facilities.
- Working knowledge of Joint Commission Accreditation Standards.
- Working knowledge of Health Care Financing Administration (HCFA) reimbursement principals and requirements for the intended levels of care.

- Working knowledge of the means, methods and general principles of architectural design for psychiatric care facilities.
- Working knowledge of the design and construction process.
- Working knowledge of computers and common applications that are used for preparing and presenting reports and budgets.
- The ability to create and manage web-based reporting and information sharing mechanisms utilized in major design and construction projects.
- Working knowledge of the Rhode Island public procurement processes.
- Working knowledge of Rhode Island and national building codes, fire codes, electrical codes, etc.
- Must be capable of originating & maintaining policies, procedures and reports.

EVALUATION CRITERIA

Responses will be evaluated in two parts. Part One (70 points) is a technical proposal and Part Two (30 points) is a fee proposal.

Technical Proposal:

Part One requires a technical submission and will be evaluated on the following criteria:

1. Competence to perform the desired services by virtue of the experience of the firm/individual, consultants **and partners** in providing similar services, and the qualifications and experience of the staff who would be assigned to perform the services (35 points).
2. Ability to perform the services expeditiously, as stated in the project plan reflecting current workload and the availability of an adequate number of personnel (20 points).
3. Past performance, as reflected by the evaluation and references of clients for whom similar work has been performed. (15 points).

Proposals must receive a minimum score of 55 points on the technical submission. Proposals scoring less than 55 points on the technical submission will not be considered further.

Fee Proposal

The fee proposal shall be worth a maximum of thirty (30) points. The lowest fee proposal shall receive the full thirty (30) points, while all other proposals shall receive a pro rata share of that amount.

Notwithstanding the above, the State reserves the right not to award a contract, or to award on the basis of cost alone.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all proposals submitted.

The State may, at its discretion, elect to require presentation(s) by any or all offerors who have scored the minimum of 55 points on the technical proposal.

Tentative Schedule Target Dates:

RFP Issued: 24 May 2012

Anticipated work start date (contract signed): TBD

Anticipated work Completion date TBD.

Because the project schedule has not been established, the successful offeror must anticipate a project lasting forty-five (45) months, or more. Therefore proposals will be a fixed fee budget for the work outlined. No additional funding will be available except for reasonable expenses that are pre-approved in writing by the Owner.

Pre-Submission Questions, Pre-Submission Meeting

Pre-Submission Meeting: See page 1 for date, time, and location.

Questions, in Microsoft “Word” format, concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than the Date & Time indicated on page 1 of this solicitation. Please reference the LOI #7449770 on all correspondence. Answers to questions received, if any, will be posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Proposals to provide the services covered by this solicitation must be received by the Division of Purchases on or before the date and time indicated on page one of this solicitation. Proposals (an original plus three (3) copies) should be mailed or hand-delivered in a sealed envelope marked “LOI # 7449770: **“Owner’s Program Management Services for Psychiatric Forensic and Adult Psychiatric Facility”**” to:

R. I. Department of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will

not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The “official” time clock is located in the reception area for the Division of Purchases.

PROPOSAL CONTENTS

Proposals must include the following:

- A completed and signed three-page RIVIP generated bidder certification cover sheet (downloaded from the RI Division of Purchases Internet home page at <http://www.purchasing.state.ri.us>,
- A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page.
- In addition to the multiple hard copies of proposals required, respondents are requested to provide their proposal in electronic format (CD or flash drive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD or flash drive should be included in the proposal marked “original”.

Narrative, Project Plan, References and Fee Proposal:

- **Experience of the firm and project principals**

Describe the firm’s general experience as well as its experience and qualifications with projects of a similar size, scope and use. Identify the Project Manager, other consultants as well as other members of the project team. Please list the level of effort to be committed to this project by each assigned staff or consultant in hours per week for the duration of the project. List the percentage of work to be completed by the firm and the percentage to be completed by outside consultants. Architectural Firms must include Standard Form 330 in this section.

- **Project Plan**

This section shall describe the firm’s understanding of the State’s requirement, including the result(s) intended and desired, the approach and/or method to be employed, and a Work Plan for accomplishing the results proposed. The description of approach shall discuss and justify the proposed approach for each task, and the technical issues that will or may be confronted at each stage and steps taken to assure that the project conform to time and financial constraints. The Work Plan description shall include a general project schedule that will be used to assist the Owner in administering the design and construction of newly built hospital, the assignment of staff members and concentration of effort for each, and deliverables for each. A more detailed Work Plan will be required from short-listed firms.

- **References**

Select a minimum of three and a maximum of five projects and provide principal contacts, including all contact information, for projects of a similar size, scope and use to the proposed project. These individuals may be contacted by State personnel who are involved with this project.

- **Fee Proposal**

Offerors scoring at least fifty-five (55) technical points shall have their fixed fee cost proposal opened. The cost proposal shall include a budget that includes the offeror's cost or fee structure for this project. This should be a fixed fee for forty-five (45) month duration. For purpose of fee establishment, it is estimated a work effort by the selected consultant of an average of twenty (20) hours per week during the design/preconstruction phase, forty (40) hours per week during the construction phase, and twenty (20) hours per week for close-out phase (such as addressing punch list) commissioning, occupancy and turn-over to End User. Note, however, that this is a fixed fee lump sum contract not subject to additional hourly compensation.

In addition to the fixed fee, offerors should provide hourly rates for all individuals listed in the application.

In addition to the fixed fee offerors shall provide a fixed fee for all expected expenses for the entire forty-five (45) month period. No additional reimbursables will be allowed unless approved in advance and in writing by the Owner.

The offeror with the lowest fee proposal will receive the full 30 points. All other offerors will receive a number of points prorated for their total fee proposal as it reflects a proportion of the lowest proposal (e.g. a fee proposal of twice the amount of the lowest fee proposal would receive 15 points). Fee proposal points are determined by the following formula: x/n (y) = points awarded; whereas "x" = lowest bid, "n"= any bid under consideration and "y"= 30 points.

ADDITIONAL TERMS AND CONDITIONS

The successful offeror shall be solely responsible for meeting all terms and conditions specified in this RFP with consideration given to adult forensic psychiatric and psychiatric hospital projects and any resulting contract. The use of any subcontractors or other vendors must receive prior approval by the Owner. The Division of Purchases reserves the right request clarification of the terms and conditions of any proposal submitted. The offeror recommended for contract award will be notified by the Division of Purchases. The selected offeror must agree to provide all deliverables by the dates established in the final work plan and schedule in the resulting contract.

The successful offeror must complete all tasks listed throughout this RFP within the time frame specified in the final work plan and schedule and in the resulting contract and, further:

The successful offeror shall appoint a project manager who will be responsible for seeing that all services are performed within the agreed upon time limits and meets the needs of the Owner.

The successful offeror shall not change its designated representative during the performance of the services without prior written consent from the Owner.

The successful offeror must comply with all State and Federal statutory, regulatory and ANSI standards. The successful offeror must cooperate and coordinate with other State agencies, contractors or entities, if necessary, to successfully complete this proposal. Rights to data, work products, etc., shall revert to the State of Rhode Island upon completion of the Project. All information related to vital records and systems must be kept confidential at all times during and after completion of the Project.

All Project documents shall be submitted in hard copy and in electronic format.

Reimbursable expenses when authorized in advance in writing by the Owner will be paid based on verified costs plus a fee not to exceed six percent and shall generally be limited to document reproductions, postage and handling. Reproductions for office use by the successful offeror and its' consultants are not reimbursable. Travel expenses to and from the project site are non-reimbursable except as included in the fixed expense fee. Also not reimbursable are any other expenses not listed in the fixed fee proposal including but not limited to office expenses, phone service, electronic communications costs and the keeping and distribution of meeting minutes.

The Project is based on a fixed fee for the work product as described herein plus approved reimbursables. Additional services, over and above the Project's planned 45 month duration, will be based on hourly rates provided by the offeror as part of the required fee proposal or as otherwise agreed to between the Owner and the successful offeror.

The State reserves the right to cancel any contract derived from this solicitation for it's convenience with seven days written notice in the event of cancellation for convenience by the State the successful offeror shall not have any claim for lost profits or income and shall only be entitled to reimbursement for work actually preformed up to the effective date of cancellation.

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