

Westchester County Health Care Corporation
d/b/a Westchester Medical Center
New Bed Tower Project
Valhalla, New York

**REQUEST FOR PROPOSAL
CONSTRUCTION PROJECT MANAGEMENT
AND OWNER'S REPRESENTATIVE
SERVICES**

March 3, 2023

TABLE OF CONTENTS

- I. INTRODUCTION, OVERVIEW AND BACKGROUND**
- II. RFP SCOPE**
- III. CONTRACT PROCESS AND ADDITIONAL LEGAL REQUIREMENTS**
- IV. RFP SELECTION CRITERIA & RESPONSE OUTLINE**
- V. RFP SUBMISSION & COMMUNICATION PROCESS**

Exhibits:

Exhibit A – Preliminary Program
Exhibit B – Form of Proposal
Exhibit C – Project Management Services Agreement Form

I. INTRODUCTION AND OVERVIEW

Introduction and Background

1.1 Purpose of the Request for Proposals

Westchester County Health Care Corporation d/b/a Westchester Medical Center (“WMC” or “Owner”), a member of the Westchester Medical Center Health Network (“WMC Health”), is issuing this Request for Proposals (“RFP”) to invite qualified firms to submit proposals to perform Construction Project Management and Owner’s Representative Services. The project team seeks a qualified Project Management firm (PM) with an understanding of, and deep experience with, constructing this type of building, and developing a well-coordinated construction Project Management team.

This Request for Proposals (“RFP”) is part of a competitive selection process to identify an experienced, proven Project Manager that will lead the construction team throughout the remainder of the project design, construction phases, and occupancy in connection with the proposed construction of the Critical Care Tower Project in Valhalla, New York. A fuller description of the Project Management and Owner’s Representative Services sought by this RFP is set forth in Section 2 “Scope of Services”.

1.2 Background

A. Overview of WMC Health Network:

The Westchester Medical Center Health Network (WMCHHealth) is a 1,700-bed healthcare system headquartered in Valhalla, New York, with 9 hospitals on seven campuses spanning 6,200 square miles of the Hudson Valley. WMCHHealth employs more than 12,000 people and has nearly 3,000 attending physicians. From Level 1, Level 2 and Pediatric Trauma Centers, the region’s only acute care children’s hospital, an academic medical center, several community hospitals, dozens of specialized institutes and centers, skilled nursing, assisted living facilities, homecare services and one of the largest mental health systems in New York State, today WMCHHealth is the pre-eminent provider of integrated healthcare in the Hudson Valley.

B. Overview of Westchester Medical Center

WMC is a regional tertiary level academic medical center, composed of University Hospital, Maria Fareri Children’s Hospital at WMC and the Behavioral Health Center. WMC is licensed for 652 beds, including beds in University Hospital; the Maria Fareri Children’s Hospital at WMC; and the Behavioral Health Center that provides inpatient and outpatient psychiatric care.

WMC is the primary teaching affiliate of New York Medical College (“NYMC”). Both facilities are located on the Valhalla Campus in Valhalla, New York. WMC is the only tertiary and quaternary care facility in the Hudson Valley offering such specialty services as kidney transplant, heart transplant, liver transplant, and regional neonatal and pediatric intensive care units, level 1 trauma, and burn services. Situated on approximately 100 acres, WMC is home to one of the most highly regarded cardiology and cardiac surgery programs on the East Coast. WMC also sponsors a hospital-based medevac helicopter service responding in minutes to accident scenes and carrying

critical inter-hospital patient transfers throughout the region.

C. Overview of the WMC Critical Care Tower Project

Westchester Medical Center is constructing a New, In-Patient Bed Tower on its main campus in Valhalla, New York. The new building will be five-stories, roughly 150,000 sf, and will connect to the Main Tower on the lowest two floors. The design includes 96 In-Patient rooms that are ICU capable, built out on floors 2, 3, and 4. The Ground floor will have mechanical spaces and a large conference center, and the 5th floor will be shelled for future In-Patient rooms similar to the floors constructed below. The intent of the Project is provide new, state of the art, Critical Care areas to replace the existing outdated ICU bays on campus. The New Project will not be adding any net new rooms, but will allow for expansion of private in-patient offerings.

II. RFP SCOPE

A. SCOPE OF WORK

The Project Manager shall be an integral part of the Project Team, and in all aspects will be considered a representative of the Owner, and will act as Agent. The PM shall consult with Owner, Contractor, and Architect on all aspects of the Project and ensure completion of the work in accordance with the budget and specific schedule milestones of the project.

The **Scope of Work** for the Project Manager and Owner's Representative in this RFP shall include but not be limited to the following:

A. Core Services, Communication and Coordination

1. The Project Manager is expected to manage the planning, design, procurement, construction, commissioning, occupancy, and close-out of the project. The PM shall coordinate and communicate with Owner, Architect, Construction Manager, and Owner contractors/vendors for the duration of the project. The Project Manager shall act in a professional manner at all times.
2. It is expected that the Project Management team be located on the hospital campus for the duration of the project. The Owner will coordinate with the PM and Contractor for a suitable location for offices and parking. Private offices are not guaranteed.
3. The PM will work directly with numerous departments of the Owner, including but not limited to, clinical leadership, nursing, facilities, parking, legal, accounting and finance, safety, and security. The PM may be required at times to track down and meet with other department members in person.

B. Regular Reporting

1. The Project Manager shall meet regularly with Owner to review budget status, schedule, and items requiring action. The PM shall prepare a monthly Project Status Report that shall contain an executive summary, items requiring action, project cost update and changes from the previous month, a schedule update and any changes, and any potential issues upcoming or from the previous month.

C. Project Budget

1. The PM shall work closely with the Owner to create and maintain a comprehensive Project Cost Report that tracks budgeted line items, expenses, and changes. The Project Cost Report should include construction, soft costs, fees, medical equipment, furnishings, signage, and other Owner Furnished Items.
2. The PM shall create and maintain a cashflow document that should be updated on a monthly basis, or more frequently upon request by the Owner. Each update should include all known expenditures to date.
3. The PM shall manage the payment application process for the Owner, which includes the review of pencil requisitions, and approval and submittal protocols for notarized applications. The PM shall also assist the Owner and Construction Manager in tracking MWBE and SDVOB participation.
4. The PM shall manage and maintain an invoice process for the Owner, which shall include review, approval, and submittal of project related invoices.

D. Project Schedule

1. The Project Manager shall maintain, review, and improve a master project schedule which incorporates design, construction, inspections, and owner-related milestones.
2. Monitor the Architect, Contractors, and other consultants' activities. Report and advise of schedule deviations.
3. Work with all responsible parties to bring their activity back in line with the schedule objectives.

E. Design Review and Support

1. Review, familiarize and absorb the Construction Documents and interior design concepts. Work with the Owner to ensure the design maintains appropriate quality levels and objectives.

F. Monitor GMP and Construction Buyout

1. With Owner, review and regulate the Construction Manger Agreement, the Construction GMP, potential Change Orders, potential savings provisions, and General Conditions expenses.
2. Review Contractor's recommendations regarding potential subcontractor and supplier bids.
3. Participate in subcontractor and supplier buyout review process. Review all price proposals. Identify potential areas for additional price optimization and savings, or potential scope risks.
4. Review design and construction assumptions and exclusions. Direct the Project team to arrive at the most optimum solution with respect to the Owner's strategic objectives and budget.

G. Selection and Coordination of Remaining Team Members

1. Assist Owner in preparation of Requests For Proposal ("RFP"s) for any consulting firms not currently under contract and required for completion of the project.
2. With assistance from the Owner, the PM is expected to prepare and distribute the RFPs, provide criteria for evaluation to be included in the RFPs, and field any questions from firms during their proposal preparation process, and coordinate receipt of responses.
3. The PM will provide input and a recommendation for received proposals in order to assist the Owner with a final selection.

H. Construction Administration

1. The Project Manager shall monitor the construction process and progress.
2. The PM shall attend regular team meetings. There shall be no limit to the number of meetings required for the proper completion of the project.
3. The PM shall monitor the Submittal and Request For Information process.
4. Advise Owner of any observed deficiencies in construction quality and assist with developing recommended corrective action.
5. Monitor and track the quantity, cost impact, and schedule impact of change orders. Review the design with the Architect when testing the merits of proposed change orders. Discuss, review, and negotiate change orders with Construction Manager. Recommend approval/disapproval of additional cost and/or schedule extension requests.
6. Monitor the Contractor's coordination with the Owner's facilities staff for temporary shut downs, jobsite staging, material deliveries, utility tie-ins, electrical interruptions, traffic flow disruptions, etc., and be available for on site oversight.
7. Monitor activities to ensure compliance and recommend corrective courses of action to be taken in the event consultants or contractors fail to satisfy the requirements of their respective contracts.
8. Collaborate with Owner and represent the Owner's interests in mediating interpretations between the design consultants and the Contractor during the construction phase.
9. Coordinate regular progress meetings with Owner, Architect, Contractor, and other consultants as necessary. Review meeting minutes for accuracy.
10. Monitor the Contractor's adherence to its equipment and material procurement/delivery schedule. Work with Contractor to rectify any deviations.
11. Monitor the Contractor's receipt, storage, and security of Owner-furnished material and equipment.
12. Analyze, and assist Owner on the merits of proposed design changes, including an analysis of the full cost and schedule impact of each proposed change.
13. Recommend for approval/disapproval of additional costs and/or schedule extension requests.
14. Evaluate the completion of work at "Substantial Completion".
15. Monitor and ensure completion of the Contractor's Punch List.
16. Assist Owner, Architect and Contractor with official inspection preparation and obtaining certifications.
17. Review and ensure proper submittal of closeout documents such as As-Builts, Operation and Maintenance Manuals, and Warranties.
18. Check in with Owner ten (10) months following "Substantial Completion" with the purpose of identifying and resolving any potential warranty issues.

I. Quality Control

1. Confirm elements of the Owner and Contractor quality assurance programs are implemented.
2. Observe, report, make recommendations, review construction documents and specifications, track submittal review and approval process, and report observed deficiencies in construction quality.
3. Assist Owner, Contractor, and Architect with developing recommended corrective actions.

4. Track the scope, schedule, and cost activities of the testing agencies, where applicable.
5. Monitor Contractors' receipt, storage, and security of purchased material and equipment.
6. Monitor as-built drawings and specifications.
7. Evaluate the completion of work at Substantial Completion.
8. Assist with Punch List inspections and the preparation of Punch Lists.

J. Equipment & Other Owner Furnished Items

1. Coordinate the planning, procurement, and installation of Medical Equipment and other systems (e.g. phone, computer, telemedicine systems, etc.) with the Architect, Owner, Equipment Vendors, and Contractor.
2. Coordinate the planning, procurement, and installation of Furnishings, Signage, Plantings, Artwork, and other Owner Furnished Items with the Owner, Architect, Contractor, designers and vendors.

K. Regulatory Inspections

1. The Project Manager will plan and coordinate, with input from the Owner, the Department Of Health facility survey. The PM will manage and prepare the survey checklist, and be responsible for collecting the necessary items to complete the EDC checklist.
2. The PM will manage and prepare for the on-site survey. During the survey, the PM will record any findings or deviations, and will be responsible for managing the corrective action.
3. The PM will also manage and coordinate any surveys requested by the NY State Office of General Services, who is the acting Authority Having Jurisdiction ("AHJ").

III. CONTRACT PROCESS AND ADDITIONAL LEGAL REQUIREMENTS

A. PROJECT MANAGEMENT AGREEMENT

Owner will engage the Project Manager using a contract which will incorporate provisions of this RFP and portions of the successful proposal to which Owner agrees. The contract will be on Owner's standard contract form, which are attached hereto as **Exhibit C** (Project Manager Services Agreement) and any applicable riders or other information deemed appropriate by Owner (collectively "Owner's Standard Terms and Conditions"). Project Manager must acknowledge that it has read Owner's Standard Terms and Conditions and that it understands and agrees to be bound by the same, with noted exceptions.

Proposers must provide a separate document of exceptions, if any, taken to the Owner's Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Proposers shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to Owner's Standard Terms and Conditions may disqualify a proposer's proposal.

Proposers shall also include in responses a fully executed confidentiality agreement, the form of which is included with the standard contract.

The properly executed contracts shall supersede all proposals, whether written or oral, and any and all negotiations, conversations and discussions prior to execution of the contracts. Final contracts executed pursuant to this RFP shall be subject to Owner's purchasing policies and procedures and the review and approval of Owner's Office of Legal Affairs.

The "Westchester County Health Care Corporation d/b/a Westchester Medical Center Health Network" will be the ultimate contracting party in the agreement with the successful proposer resulting from this RFP.

B. ADDITIONAL CONTRACT PROVISIONS

- I. MBE/WBE Participation. It is the policy of WMC to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (proposer, subcontractor, suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprises and Women Business Enterprises (collectively, MWBEs).

WMC recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for maximum feasible participation of certified MWBEs in the performance of WMC contracts.

For purposes of this solicitation, WMC hereby establishes an overall goal of thirty percent (30%) for MWBE participation in the performance of the services or the supply of goods sought herein (based on the current availability of qualified MWBEs). The successful bidder/proposer must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the contract in accordance with Executive Law Article 15-A.

Contractors found to have willfully and intentionally failed to comply with the MWBE participation goals as set forth in the final contract for the purchase of goods or services, may be deemed to be in breach of contract and WMC may withhold payment from the contractor as liquidated damages.

The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

IV. RFP SELECTION CRITERIA AND RESPONSE OUTLINE

The proposals for Project Management Services shall provide the information necessary for an evaluation of each firm by the Project Team. The information provided in the proposals, coupled with possible interviews will provide the basis for selection.

The proposal shall provide the following information for the complete evaluation of your firm for this project:

1. Firm Overview
2. Unique Qualifications of your firm for this project
3. Experience in:
 - a. Academic Medical Centers
 - b. Acute Care / Critical Care Buildings of this approximate size
 - c. Campus construction and phasing
 - d. Lean Construction methods
4. Proposed Staff assigned to the project with information on role, experience with similar projects, academic background, % allocation to project, and to include the PM's Principal or Partner in charge that will be our point of contact throughout the project. Reference contacts for the individual that will lead the team from three former health care clients associated with projects similar to that described in this RFP, and reference contacts for a senior representative of two health care clients and/or architecture firms with experience in constructing similar projects to the subject project of this RFP utilizing your firm.
5. Any exceptions to the RFP or Standard Terms and Conditions
6. Proposal for Project Management Services:
 - a. Propose a fee for Project Management Services in the form of proposal attached as **Exhibit B**
 - b. Proposal shall assume a duration of 36 months.
 - c. Provide a lump sum fee with a monthly schedule of payments. Include hourly rates for each member of the proposed Project Management team, including any administrative staff.
 - d. Proposal shall include anticipated reimbursable expense allowance. Reimbursable expenses are subject to the WMC Travel and Expense Policy included in Exhibit B.

V. RFP SUBMISSION & COMMUNICATION PROCESS

A. RFP Schedule

1.	Project Manager RFP issued	3/3/2023
2.	Questions Due	3/15/2023 by 5:00pm
3.	Question Responses Sent	3/20/2023
4.	Proposals Due	3/24/2023 by 4:00pm
5.	Notify firms short-listed for interview (if applicable)	3/27/2023
6.	Interviews (if applicable)	3/30/2023
7.	Selection of Firm & NTP	3/31/2023

B. RFP Submission & Communication Instructions

Please utilize and fill out **Exhibit B** – Form of Proposal followed by information as outlined in Section IV above to submit all other appropriate information as required.

Please do not direct communications regarding this RFP to any WMC facility, their employees, or other related organizations such as Boards of Directors, Foundations, etc. In addition, do not make any contact with any governmental agencies including Westchester County or the State of New York without first obtaining permission from WMC. WMC retains the right to disqualify any Respondent that contacts any of these individuals or organizations concerning this RFP.

All questions or inquiries must be made in writing and directed to the Designated Contact, Alexander Horn at Alexander.horn@wmchealth.org with the subject of the email stating “WMC NBT Project Manager RFIs”. Questions and answers will be shared with all recipient firms of the RFP. All questions are due by 5:00 PM on Friday, March 15, 2023.

Please forward **one (1) electronic copy** of your Proposal for Project Management Services by 4:00 PM EST, Friday, March 24, 2023.

Proposals shall be provided in a *minimum* 11 font, letter size (8 ½" X 11") document and shall be limited to twenty five (25) pages of information and specific requirements described above.

The proposal should be sent to the e-mail addresses listed below:

Alexander.Horn@wmchealth.org

All proposals shall be a single document in either PDF or Word format, bearing a label that includes: (i) the name of the proposing firm; (ii) title of RFP; and (iii) the date. (e.g. “Firm ABC – WMC NBT Project Manager Proposal 3-24-

2023") Proposals must be received by 4:00pm on March 24, 2023. WMC is not responsible for any delays or errors in email delivery. Any proposals received after the deadline will not be considered.

Any attempt to directly contact and influence anyone associated with this project after receipt of this Request For Proposal except as provided herein will be grounds for disqualification at the sole prerogative of the Owner.

C. Reservation of Rights

Owner reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue any or all of the services described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Reject any proposer involved in active or closed litigation against the Owner or its Network affiliates;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any informalities or any non-material requirements of the RFP;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of the Owner;
- Require proposers to submit best and final offers ("BAFOs");
- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 180 days unless otherwise expressly provided for in writing.

D. Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer. Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer will not be disclosed except as may be required by applicable state or federal laws. In the event that the Owner determines that the law requires that confidential information be disclosed, the Owner will notify the proposer so that it may take whatever steps it deems appropriate.

E. Non-Discrimination and MWBE Policy

It is the policy of the Owner to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) in accordance with the standards in Article III, Section B above.

F. Disposition of Proposals

All proposals received by the due date become the property of the Owner and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will not be returned to the proposer.

Thank you in advance for your efforts in responding to this request.

Exhibit A – Preliminary Program

Exhibit B – Form of Proposal

Exhibit C – Form of Project Management Services Agreement