THE CITY OF NORMAN

NORMAN HOUSING HUB PROJECT

Request for Qualifications (RFQ) for
CONSTRUCTION MANAGER AT RISK (CMaR) SERVICES
RFQ No. 2526-52

City of Norman, Facilities and Construction Division
225 N. Webster Ave, Norman, OK, 73069

TABLE OF CONTENTS

1. Introduction 4
2. Background 4
3. Selection Schedule 5
4. Project Delivery System 6
5. Project Budget 6
6. Preliminary Project Schedule 6
7. CMaR Scope of Work 6
8. Owner/CMaR 10
9. Submittal Requirements 11
10. Questions and Addenda 14
11. Review of Proposals and Selection of Finalists for Interviews 14
12. Interviews 14
13. Selection Criteria 14
14. Standard Proposal Information 15

Concept Package attached for reference.

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS (RFQ) No. 2526-52

The FACILITIES AND CONSTRUCTION DIVISION of the City of Norman, Oklahoma, is soliciting proposals for CONSTRUCTION MANAGEMENT at RISK (CMaR).

These services will be for the construction of a Norman Housing Hub aka the Norman Homeless Shelter facility located on Reed Avenue, south of Main Street in Norman, Oklahoma. The City may consider other opportunities for programming and/or construction.

Any correspondence, questions, or requests for copies of the Request for Proposal should be directed to Lance Harper, Facilities and Construction Manager, 225 N. Webster Ave., Norman, OK 73069; Phone: (405) 366-5472; Email: Lance.Harper2@NormanOK.gov.

Proposals must be received in the office of the Parks and Recreation Department (225 N. Webster Ave, Norman, OK 73069) until 3:00 P.M. on **May 29, 2026**.

The City of Norman reserves the right to reject any/all proposals.

City of Norman
Norman Housing Hub Project
CONSTRUCTION MANAGER AT RISK Request for Qualifications (RFQ)
RFQ No. 2526-52

1. INTRODUCTION

The City of Norman (Owner) is seeking a Construction Manager at Risk (CMaR) to provide construction services for the Norman Housing Hub project.

The CMaR will provide preconstruction and construction services under a GMP structure (Cost of Construction + Fee for a Guaranteed Maximum Price).

The project emphasizes collaboration, cost control, and operational functionality.

These services will be coordinated with the selected architectural and engineering (A/E) firm. Oklahoma City firm, Frankfurt, Short, Bruza (FSB) was selected as the Architect consultant for this project in April 2026.

2. BACKGROUND

The City of Norman is advancing the development of the Norman Housing Hub as a comprehensive, multi-building campus intended to provide secure, dignified, and operationally efficient emergency and transitional housing. The project is envisioned as a cohesive, service-oriented environment that integrates shelter, intake, care, and support services within a unified site.

The current conceptual plan (Exhibit B) organizes the Norman Housing Hub as a coordinated campus consisting of multiple buildings, associated parking, internal drives, and secured outdoor spaces. The site design incorporates a controlled recreational courtyard and a designated detention area, both integrated into the overall operational framework. A portion of the site is impacted by floodplain constraints, which have been carefully incorporated into the concept plan to maximize functional and buildable areas while maintaining regulatory compliance.

The Norman Housing Hub is being developed to support a range of resident needs, from large-scale emergency shelter to smaller-scale, specialized care and family-oriented housing. The project includes hardened weather refuge areas within the primary residential components to provide enhanced life-safety protection during severe weather events. These areas will be integrated into the men's and women's dormitory zones and constructed with reinforced materials and controlled access; however, unless otherwise directed by the Owner, they are not anticipated to meet FEMA or ICC 500 storm shelter certification requirements.

The secured outdoor courtyard is designed to support resident wellness and daily activity within a controlled environment. It is anticipated to include low-maintenance field turf, picnic seating, and a designated recreation area.

The Norman Housing Hub program is currently organized into two primary buildings:

Building 1 – Emergency Shelter and Core Operations (±13,250 SF)
Building 1 functions as the primary intake, shelter, and operational hub for the campus. It is designed to support secure intake, efficient service delivery, and high-capacity overnight accommodations.

Key components include:

- Secure check-in and intake suite with controlled entry vestibule and staffed intake stations
- Administrative and staff support areas, including offices, breakroom, and storage
- Men's and women's dormitories are designed as hardened refuge areas with adjacent restrooms and shower facilities
- Resident support functions, including laundry and personal storage
- Community and multi-use space for dining, programming, and daily operations
- Donations and service intake area with controlled access for receiving and sorting
- Animal care facilities, including indoor kennels and a secure exterior dog run

Building 2 – Intake, Respite Care, and Family Housing (±6,700 SF)
Building 2 provides specialized intake, short-term care, and family-oriented housing in a smaller-scale, controlled setting that complements the primary shelter.

Key components include:

- Entry and secure check-in with reception and intake processing
- Respite care suite (approximately 10 occupants) with dedicated support facilities
- Medical support space, including one exam room for basic health services
- Support spaces such as a laundry and a multi-purpose room for meetings or counseling
- Family residential component consisting of four apartment-style units with shared kitchen and living space

Based on the current preliminary budget (Exhibit C), the total estimated project cost for the Norman Housing Hub is approximately $8 million, inclusive of construction costs, contractor fee, FF&E allowance, and design fees.

Due to the project's multi-building configuration, secure operational requirements, and site constraints, the Norman Housing Hub will require a highly collaborative and technically responsive approach among the Owner, Architect/Engineer, Operator, and Construction Manager at Risk to successfully deliver the project.

3. SELECTION SCHEDULE

May 8, 2026	RFQ document available from Owner
May 27, 2026	Pre-proposal meeting (optional)
May 29, 2026	Proposals received by Owner no later than 3 p.m.
Week of June 4, 2026	*Anticipated notification of firms for interviews
Week of June 15, 2026	*Anticipated date of interviews & anticipation to negotiate contract
June 30, 2026	*Contract to City Council for Approval

** Dates are subject to change*

4. PROJECT DELIVERY SYSTEM

The delivery system for this Project is Construction Management at Risk. This is a project delivery method based on an agreement under which the City acquires from a construction entity a series of services, including, but not limited to: design review, scheduling, cost control, value engineering, constructability evaluation, preparation and coordination of bid packages, and construction administration. The construction entity, after providing these services during the pre-construction period, takes on the financial obligation to carry out construction under a specific cost agreement. The Construction Manager is a person, certified by the Construction Management Association of America as a Certified Construction Manager and registered as such with the State of Oklahoma Office of Management and Enterprise Services, who acts as an agent of the City for the construction project; who coordinates and manages the construction process; who is a member of the construction team with the City, design profession and other consultants that may be required for the project; and who utilizes skill and knowledge of general contracting to assist in the development of schedules, preparation of project construction estimates, study of labor conditions and provides advice concerning construction, safety and other issues related to the Project that may surface. Issues may include, but are not limited to, monitoring progress, payments, changes, and other factors affecting cost, as may otherwise be specified herein.

5. PROJECT BUDGET

The total project budget for the Norman Housing Hub is $8 million. This includes estimated construction costs of $6,087,506.50, CMaR/Design Fees, Furniture, Fixtures, and Equipment, and an owner contingency. The Owner, A/E firm, Operator, and the CMaR (collectively the Project Team) will work collaboratively to establish the Project Budget. Delivering the completed project, within the Project Budget and timeframe, once established, is of high priority.

6. PRELIMINARY PROJECT SCHEDULE

The CMaR will be required to develop a Preliminary Project Schedule within three (3) weeks of contract award.

Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Contract Time is $500 per day. For each working day that exceeds the Contract Time, $500 per day will be deducted from the monies due the Contractor.

7. CMAR SCOPE OF WORK

The following summary is intended to provide a general understanding of the Owner's expectations and is not all-inclusive.

7.1. PRECONSTRUCTION PHASE SERVICES AND ACTIVITIES

The Preconstruction Services of the CMaR will begin with preparing cost estimates for the contract documents prepared by the A/E firm and counsel, and with establishing the GMP. The CMaR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and to provide cost estimates periodically during the design process. The preconstruction phase will extend from CMaR's engagement through the execution of the GMP amendment.

More specifically, the CMaR shall provide at least the following preconstruction services and activities:

a. Project Meetings: Attend and participate in Project meetings approximately weekly. The A/E firm will provide meeting minutes.

b. Cost Estimating: Provide ongoing cost estimating support to the Project Team throughout the design process.

    1. Prepare and refine cost estimates periodically throughout the design process and recommend revisions to keep each component of the Project within budget.

    2. Prepare formal cost estimates at the time of 75 percent construction documents (CD) and 100 percent CD for each component of the Project. Estimates must note the assumptions made in preparing the estimate, including a clear definition of qualifications, allowances, contingency, and escalation factors.

    3. CMaR is to notify the A/E firm and the Owner of potential cost issues during the development of the drawings and specifications that may affect the work's cost, and to resolve them to keep the project within budget.

    4. Work collaboratively with the Owner and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.

c. Construction Planning, Scheduling, and Long Lead Analysis: CMaR to work with the Owner and the A/E firm to develop a schedule for design activities to facilitate the Owner's schedule. A description of anticipated tasks is as follows:

    1. The CMaR will further develop the Project master schedule, including integration of the A/E firm's design activities, municipal/governmental approvals, preconstruction activities, procurement, construction activities, work performed by other parties, including the Owner's FF&E activities, and construction activities such as staging and delivery of materials.

    2. Further evaluate all systems, components, and materials for constructability, economy, long-term performance for intended use, and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.

    3. The CMaR will identify long lead items requiring early bid packages and recommend issue dates to meet the required Project Schedule.

    4. The CMaR will make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMaR, its subcontractors, and material suppliers.

d. Cash Flow Planning: Provide cash flow projections for construction costs.

e. Value Engineering/Constructability/Cost Review: Provide ongoing value engineering and constructability reviews, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package before finalizing the GMP amendment.

f. Municipal Processes and Community Communications: Provide ongoing presence and support to the Project Team for planning/permitting reviews and related processes, as well as for communication and outreach efforts for our community groups. The CMaR will attend public

meetings and hearings concerning the development and schedule of the Project as scheduled and requested.

g. Procurement: The CMaR will manage the bidding process, evaluate proposals, and interview contractors (along with the A/E firm and the Owner). The CMaR, with the advice of the Owner and A/E firm, will develop individual bid packages for public bidding after the Owner, A/E firm, and CMaR determine that the drawings and specifications are sufficiently complete (likely after CDs are complete). Whenever the estimated cost of the contract exceeds $50,000, bid packages shall be let and awarded pursuant to the Oklahoma Public Competitive Bidding Act and 61 O.S. §217.

    1. Final Pre-Bid Review: Complete a final quality/coordination/constructability review of the Construction Documents before issuing plans and specifications to bidders.
    2. Contractor Selection Strategy/Bidders List: Project Team strategy for selecting contractors/providers for all work reflected in the Project documents is to select the bid that is the lowest responsible bid and most advantageous to the Owner. Unless authorized by the Owner, the CMaR shall solicit a minimum of three (3) subcontractor bids for each trade for bid packages with a value less than or equal to $50,000.
    3. Self-Performed Work Proposals: For work the CMaR proposes to self-perform, the CMaR must announce at pre-bid meetings that they intend to bid on specific bid packages. The CMaR will be required to submit its qualifications for the self-performed work. If the Owner is satisfied with CMaR's qualifications, CMaR will submit a sealed bid to the Owner and secure competitive bids from at least three (3) other qualified subcontractors. The Owner will participate in the opening and evaluation of bids.
    4. The CMaR will provide a written award recommendation to the Owner for approval. The CMaR will review each bid package to ensure quality, coordination, and constructability before issuing bid documents to subcontractors.

h. Guaranteed Maximum Price (GMP): Once the bids are let and are accepted by the CMaR and awards are made by the Owner, but before written agreements are executed, the CMaR shall prepare a GMP for the project or relevant portion of the work as an amendment to its contract with the Owner. The GMP proposal will include, among other things required within the City of Norman CMaR Contract and applicable General Conditions, pricing of alternates as defined by the A/E firm. In addition, the GMP proposal will include:

    1. List of allowances
    2. List of contingencies, if any.
    3. List of the assumptions and clarifications made by the CMaR in the preparation of the GMP proposal, as approved by the Owner and Consultant.
    4. Line Item Summary of all major bid items and other components comprising the GMP. Final GMP occurs after all bid packages have been bid.
    5. Agreement between the City and the CMaR of the GMP will be evidenced by a contract amendment signed by the Parties.

i. Cost Allocation: Provide cost allocation for the various Project components as required by the Owner.

After the Owner approves the GMP amendment, the CMaR may proceed with the following:

7.2. CONSTRUCTION PHASE SERVICES AND ACTIVITIES

The selected CMaR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a Project of this scope and scale, or as otherwise required in the Project contract documents:

a. Weekly Meetings: Conduct weekly job site meetings that include appropriate subcontractors and Prime Contractors, Owner representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. The CMaR will prepare a written agenda in advance of each meeting. CMaR to maintain a list of action items with identification of the responsible party and due dates for each item. The CMaR will distribute written meeting minutes and action item lists within 48 hours of each meeting.

b. Monthly Progress Billings and Status Report: Prepare a monthly report for each progress billing that details project work status, buy-out status, pending issues, contingency status, schedule status, and project progress commentary, with applicable job-site photos.

c. Cost Management: Provide ongoing cost management throughout the completion of the construction documents and the construction process:

    1. Provide construction contingency and Project Budget updates at 100 percent complete CDs. During the subcontractor buyout, the CMaR will track and log bid savings and bid losses on a construction contingency log. The CMaR will review the log with the Owners at least biweekly. Trade contracts and the CMaR's records of line-item contingencies will be open book and, upon request, shall be shared with the Owner throughout the project.

    2. The CMaR will inform the Owner of pending cost issues and potential change orders within five (5) business days of identifying potential issues. The CMaR will maintain a current log of pending cost issues impacting the Project's final cost and will review the log with the Owner no less than biweekly. The CMaR will implement effective cost management controls and potential alternatives to provide the Owner with the opportunity to make the decisions required to keep the Project cost within the budget.

    3. Provide drawdown and cash flow projections for the project during construction and update as necessary. The CMaR should anticipate multiple bid packages. The CMaR will develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to use this bidding package strategy to achieve the most advantageous issuance of documents and to minimize construction duration while allowing the bid packages to be completed efficiently. Multiple bid packages shall not be used to avoid any requirement to comply with the Oklahoma Competitive Bidding Act.

d. Schedule Management: Provide ongoing schedule management throughout the construction process.

    1. The CMaR will prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, and construction activities. The CMaR will provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated

schedule to maintain the scheduled completion dates.

2. The CMaR will determine the adequacy of the contractors' personnel and equipment, and the availability of materials and supplies, to meet the schedule, and will report to the Project Team at least weekly.
3. Prepare a weekly three-week look-ahead schedule to coordinate construction activities and facilitate the interface between the Owner's separate contractors and suppliers (if any) and CMaR-managed construction activities.

e. Quality Control: Complete construction in strict accordance with the quality requirements established in the contract documents.
    a. All testing and independent inspection services required will be secured and paid for by the Owner. The CMaR will cooperate and coordinate with testing and inspection service agencies. The CMaR will be responsible for the cost of additional testing due to failed tests.
    b. The CMaR will develop an initial punch list for contractors in consultation with the Owner and its representative, prior to the A/E firm issuing a formal punch list. The CMaR will ensure the initial punch list is completed before the A/E firm's punch list walkthrough.
    c. Work cooperatively with the Project Team and Owner to develop and implement an effective commissioning plan.

h. Safety Plan: The CMaR will implement a formal Project safety plan.

i. As-Built Records: Maintain a record of as-built conditions throughout construction, including all field revisions. Submit as-built documents, operating and maintenance manuals, and warranties to the Owner.

j. Project Closeout: Provide timely submission of operation/maintenance manuals, completed punch lists, warranties, coordination of training, submission of as-built field documents, and financial closeout of the project. The CMaR will actively support and participate in commissioning activities, provide on-site operational training for all major building systems, and videotape training sessions with the Owner.

8. OWNER/CMAR

The Owner intends to execute the City of Norman Construction Manager at Risk (CMaR) Contract and City of Norman General Conditions between Owner and Construction Manager as Constructor with the successful firm. The City of Norman General Conditions and General Provisions, as amended with any added supplementary conditions, will also govern the parties, and both documents will form the basis of the Owner/CMaR Agreement.

This RFQ will be superseded by the Owner/CMaR Agreement and its related contract documents.

Contract Provisions: The following is an abbreviated summary of a portion of the Owner's proposed contract provisions. The following list is not intended to be exhaustive. The Owner reserves the right to modify the proposed provisions listed below.

a. Once the GMP amendment is executed, the CMaR's fee and personnel reimbursement shall not change unless the cumulative total of all change orders, both positive and negative, exceeds five (5) percent of the original GMP.

    1. The Owner will withhold five percent (5%) from all partial payments made to the CMaR. Once the CMaR has completed in excess of fifty percent (50%) of the GMP, the retainage shall be reduced to two and one-half percent (2.5%) once the Owner determines that satisfactory progress is being made.

b. Once the GMP amendment is executed, future amendments will not be considered unless the project is bid in phases or unforeseen conditions arise that warrant unanticipated additional work.

c. The CMaR will coordinate and integrate its work on the Project with the Owner's separate contractors and consultants. The CMaR will ensure that its work on the project supports and accommodates the work of others, including the installation and placement of all FF&E.

d. The CMaR will comply with the Owner's detailed insurance requirements, as outlined in the Owner/CMaR Agreement.

Final terms of the Owner/CMaR Agreement will be negotiated during the contract negotiation phase. The Owner reserves the right to negotiate and change any provision contained herein.

9. SUBMITTAL REQUIREMENTS

Submit eight (8) paper copies and one (1) electronic PDF version of the proposal. The submittal must contain the following information:

9.1. COVER LETTER

Provide the name and address of the firm(s) and the project contact person with address, telephone number, and email address. Indicate your acceptance of the requirements of this RFQ and acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services required. Provide a statement indicating your ability to provide timely services for the project and to meet the requirements of the proposed schedule. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm. The cover letter must be signed by a fully authorized official of the firm.

9.2. PROJECT TEAM

1. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the Project. Specifically identify the project executive, the project manager, and the on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate the experience of key team members working together on similar projects.
2. Provide resumes or a list of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific

qualifications applicable to this project, and current work assignments and availability for this project.

3. List other assignments your project manager will be handling during the period of assignment to the Project.
4. For the project manager, superintendent, and other key staff members, provide client references from three of their most recent projects, along with three architect/engineer references (contact person and telephone number for each).

9.3. PROJECT APPROACH AND MANAGEMENT CAPABILITIES

Describe your project approach and management capabilities as they relate to the following areas:

1. Working Relationships: Commitment to building positive teamwork relationships.
2. Preconstruction Services: Describe your firm's approach to preconstruction services. Provide an estimate of the total anticipated hours for the assigned personnel before the Owner's acceptance of the GMP.
3. Cost Management: Describe the level of detail included in your cost estimates for various phases of design. Describe three examples that demonstrate your firm's creativity in value analysis/engineering and constructability reviews.
4. Building Information Modeling (BIM): Describe the extent to which your firm anticipates utilizing BIM.
5. Change Management: Describe your change management process and reporting during construction.
6. Project Schedule: Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction.
7. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
8. Safety: Provide your firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
9. Quality Control: Provide your firm's approach to quality control.

9.4. RELEVANT PROJECT EXPERIENCE

Describe at least three (3) projects of similar size constructed within the past ten (10) years. Successful projects in the local market area are preferred. Provide information on each project to enable the Selection Committee to evaluate project performance adequately.

Indicate for each project the following minimum information:

1. Name of project, location, and construction date.
2. Name of the project manager and the superintendent responsible for the project.
3. Construction cost

4. Type of service and contractual relationship (general contractor, CMaR, etc.). Identify the point in the design and/or construction process at which a construction contract was executed.
5. Preconstruction services provided.
6. Indicate the extent of commissioning, if any.

Client and architect contact information. Include phone number and email address.

9.5. STATEMENT OF FINANCIAL STRENGTH/STABILITY AND COVERAGE

Provide the following information about your firm:

1. Name and contact information for your firm's surety, and a description of the bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in Oklahoma indicating the firm's ability to obtain a performance, statutory, and maintenance bond in the amount of not less than 100 percent (100%) of the GMP. Such bonds will be required from the selected CMaR upon receipt by the selected CMaR of a Notice to Proceed with construction.
2. Name of firm's insurance carriers and a description of insurance coverage.
3. Provide a copy of your firm's General Liability Loss Runs for the past five years, showing total claim values (paid & reserves) for all open and closed claims.
4. Name and contact information for the firm's primary financial institution and CPA.
5. Audited or Reviewed Financial Statements for the last three years.

9.6. SPECIAL RESOURCES

A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project. Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm, and state how these activities serve your clients.

9.7. ACKNOWLEDGMENT AND CERTIFICATION STATEMENTS

1. Certify that your Response to the RFQ will remain in effect for 90 days.
2. Certify that all representations stated in the Response to RFQ are true and accurate.
3. Acknowledge that all materials submitted in the Response to RFQ will become the property of the Owner.
4. Acknowledge that all costs associated with preparing the Response to RFQ will be the responsibility of the proposing CMaR.
5. Litigation for the past five (5) years and any current litigation, including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the performance of the project.

10. QUESTIONS AND ADDENDA

Questions regarding this RFQ shall be submitted in writing to Lance Harper, Facilities and Construction Manager, via email at lance.harper2@NormanOK.gov, no later than five (5) calendar days before the date of receipt of proposals indicated in Section 3 of this RFQ.

Responses to the questions will be emailed to all firms. If deemed necessary, addenda to the RFQ will be issued by the appropriate party.

11. REVIEW OF PROPOSALS AND SELECTION OF FINALISTS FOR INTERVIEWS

To be considered for the short list selection, the firm must demonstrate the ability to provide a performance and statutory and defect bond in the amount of the GMP as described in Section 7.1.g., if required.

The Selection Committee shall invite at least two (2), but no more than four (4), CMaR firms deemed most qualified for interviews. Short-listed firms will be interviewed on the dates indicated in Section 3 of this RFQ.

The Owner reserves the right to reject any or all proposals, issue subsequent Requests for Qualifications, and negotiate all provisions contained herein.

12. INTERVIEWS

The interview will consist of a 30-minute presentation by the Offeror, a 20-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

13. SELECTION CRITERIA

The Selection Committee will rely on the qualitative information contained in and presented through the proposals, interviews, and reference checks to select the most qualified firm to provide services for this project. Selection criteria will be based on:

Experience of the Project Team on similar projects	50 points
Technical approach, including proposed project timeline	30 points
References	15 points
Compliance with RFQ criteria	5 points
Total Points Possible	**100 points**

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected, the Owner will commence negotiations of a fee for services with the highest-ranking firm.

If an agreement for services cannot be reached with the highest-ranked firm, the Owner will move to the second-ranked firm or take such action as the Owner deems appropriate. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected firm. The Owner reserves the right not to select a firm as part of this process if an agreement cannot be reached with the firms interviewed.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying the other construction manager candidates in writing that their proposals were not accepted.

14. STANDARD PROPOSAL INFORMATION

1. Authorized Signature

   An individual authorized to bind the Offeror to the provisions of the RFQ must sign all proposals. Documentation of such authorization should be provided with the proposal.

2. Owner Not Responsible for Preparation Costs

   The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest

   The Offeror must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Discrimination

   The Offeror must not engage in discrimination in employment based on race, color, religion, ancestry, national origin, place of birth, sex, religion, age, disability, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Consistent with 25 Okla. Stat. §1604, it shall be grounds for termination of this contract should the Offeror have been found by the Attorney General to have engaged in a discriminatory practice in the course of performing under a contract with the state, or any governmental entity.

5. Offeror’s Certification

   By signature on the proposal, the Offeror certifies that it complies with:

   a. The laws of the state of Oklahoma.
   b. All applicable local, state, and federal laws, codes, and regulations.
   c. All terms, conditions, and requirements are outlined in this RFQ.
   d. All representations, warranties, and other information outlined in the proposal are truthful and accurate after a diligent investigation by the Offeror, and the Owner and A/E may rely on information contained within the Offeror's proposal.
   e. A condition that the proposal submitted was arrived at independently, without collusion.
   f. A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

6. Amendments to Proposals and Withdrawals of Proposals

The Offeror may amend or withdraw proposals before the proposal receipt deadline. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

7. Rights of Rejection

   The Owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Owner may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFQ. The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines that doing so would not be in its best interest.

   The Owner may waive minor informalities that:

   - Do not affect responsiveness
   - It is merely a matter of form or format
   - Do not change the relative standing or otherwise prejudice other offers
   - Do not change the meaning or scope of the RFQ
   - Are insignificant, negligible, or immaterial in nature
   - Do not reflect a material change in the work
   - Do not constitute a substantial reservation against a requirement or provision

8. Execution Clause

   Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by Owner, a contract embodying the terms outlined in the bidding documents shall be executed by Owner and the successful bidder. No Proposer shall obtain any property right in a contract awarded under the provisions of the Public Construction Management Act for Political Subdivision until the contract has been fully executed by both the bidder and the awarding public agency.