

Northwest Ohio Area Computer Services Cooperative

“NOACSC”

Request for Qualifications and Proposal

<u>Project Name:</u>	Office Remodeling Project	<u>Response Deadline:</u>	September 13, 2016 at 1:00pm
<u>Project Location:</u>	4277 East Road, Lima, Ohio 45807	<u>Project Manager:</u>	Ray Burden Executive Director
<u>Owner:</u>	NOACSC	<u>Delivery Method:</u>	Design Build

1. Introduction

The Northwest Ohio Area Computer Services Cooperative (“NOACSC”) is soliciting qualifications and proposals from qualified firms (“Firm”), with demonstrated experience in, and thorough knowledge of, providing professional design-build services including a full range of architectural/engineering services and general construction for improvements at the future office site for the NOACSC at 4277 East Road in Lima, Ohio (the “Project”). The Project includes consultation, design, and all required construction throughout the project’s lifecycle. The Firm will represent a single-point of responsibility for all aspects of design and construction of the Project and must have the requisite, demonstrated competence and experience in and a thorough knowledge of the services required for the Project.

The NOACSC wishes to remodel this site into appropriate office, training, meeting, and computer room space required for the proper operation of the cooperative. After remodeling the NOACSC will relocate its entire operation to the 4277 East Road location. The NOACSC is looking for a design-build firm that will provide detailed design and also complete the required remodeling/construction of the office.

The NOACSC is a member owned Information Technology Center (ITC) cooperative. Formerly known by the nicknames A-site or DA-site, the NOACSC provides shared services and support to our 55 members and participating non-members under five major service areas: Fiscal, Network, Student, EMIS, and Library. The NOACSC is a quasi-governmental body legally organized as a Council of Governments and serves as its own fiscal agent. Details regarding member districts, board members, services, and organization staff can be found on the NOACSC web-site: www.noacsc.org. As a Council

of Governments of K-12 Ohio Schools, the NOACSC is eligible for all educational pricing and/or discounting available to Ohio schools.

Pursuant to Ohio Revised Code (ORC) §153.693, public entities are required to solicit both qualifications from prospective Firms and, thereafter, solicit proposals from the top three (3) most qualified firms. In light of the limited scope of work and budget for this Project, the NOACSC has chosen to expedite the process by combining the qualification phase with the proposal phase. Notwithstanding the foregoing, the contract for this Project will be awarded to the Firm that is both most qualified and considered to be the “best” value among all potential respondents.

Before responding to this Request for Proposal (“RFP”) interested Firms may schedule an individual walk-thru at the East Road site with the NOACSC Executive Director or attend the scheduled walk-thru on **August 12, 2016 at 1:00pm.**

A pre-proposal/bid meeting will be held at the NOACSC’s current office at 645 S. Main Street, Lima, Ohio 45804 on **August 19, 2016 at 1:00pm.** At that time, interested Firms may ask questions pertaining to this RFP. Firms are encouraged to attend the conference although attendance is not mandatory.

Thereafter, interested Firms must prepare proposals in response to this RFP (“Proposals”) which must contain all of the information and supplementary documents required by this RFP as further detailed below. **Proposals are due no later than September 13, 2016 at 1:00pm.** Proposals may be mailed or hand delivered to the address below and must be identified on the outside of the envelope(s) as:

“Proposal for NOACSC Office Remodeling Project”

NOACSC
645 S. Main Street
Lima, Ohio 45804
Ray Burden, Executive Director

The Executive Director reserves the right to waive irregularities and technicalities, to resolicit or to proceed to provide the service otherwise in the best interest of the cooperative. The Executive Director may, at his sole discretion, modify or amend any and all of the provisions herein.

Please refer to the following web-site for access to the RFP:

<http://www.noacsc.org/OfficeRemodelingProject>

All future documentation including addenda, responses to questions, schedule changes, and additional requirements for the Office Remodeling Project or the RFP will be posted on the above site.

2. Funding.

The NOACSC Board of Directors is self-funding this project. Anticipated budget is \$300,000 for this project.

3. Project Period.

Anticipated start date of the project is October 1, 2016 and end date is March 31, 2017.

4. Scope of Services.

The Firm will be expected to provide the following general categories of services: (1) preconstruction services; (2) design services, including but not limited to, schematic design, design development, and construction documents; (3) construction services; and (4) construction closeout services. The Firm will engage in an "open book" pricing method. Under the "open book" pricing method, the NOACSC and its designee shall have access to all books, records, documents and other data in the possession of Design-Build Firm related to itself, its subcontractors and material suppliers pertaining to bidding, pricing or performance of any services required for the Project. The Firm shall include provisions in its subcontracts or purchase orders which allow the NOACSC or its designee access to all of the vendor's books, records, documents and other data.

The scope of this Contract encompasses the defined work. The RFP does not attempt to define all the terms and conditions in the Contract nor detail them. Rather, it is flexible and allows for the credentials of the successful Firm to be demonstrated in the areas of expertise necessary to the Contract. Please refer to the sections below for more details regarding the Project services and preferred Firm qualifications and experience. The NOACSC reserves the right to modify the scope of services at any time before execution of a Contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the NOACSC.

5. Project Specific Services.

The design/build services are required for the construction/remodeling of a combined 8,800 square feet of office space.

The design services expected for this Project include the traditional stages of project design (including schematic design, design development and cost estimates), construction administration & management, field observation, testing and inspection during construction. The Project requirements will most likely include the involvement, in varying degrees, of surveying, civil engineering, mechanical, electrical, structural, environmental services and architectural disciplines. The pertinent professional services will include, at a minimum, the following:

- (a) Project and construction management;
- (b) Integrated schedule for design and construction;
- (c) Applicable permit acquisition;
- (d) Extensions of designs;
- (e) Cost control;
- (f) Material and equipment acquisition (including incorporation of long lead items and identification of possible impact to schedule);
- (g) Construction;
- (h) Inspection and quality assurance/quality control (including any material testing required);
- (i) As-built survey for acceptance and record purposes;
- (j) Training for operation and maintenance; and
- (k) Turnover, warranty and as-built drawings

The design effort shall be detailed in nature, including construction documentation and post-construction services in accordance to best management practices as required. The pertinent design services will include, at a minimum, the following:

- (a) Construction of all offices, restrooms, meeting spaces, cubicles, etc., as specified in the drawings;
- (b) Construction of a secure computer room within the office that includes power, cooling, and space requirements;
- (c) A secured Guest entrance with security foyer and magnetic entry;
- (d) All else included in the Project Scope of Work document

The Firm shall construct the Project pursuant to the construction documents and in accordance with the schedule requirements. The Firm shall hold all subcontracts and shall be fully responsible for the means and methods of construction, construction execution, progress schedule, weekly progress meetings, testing and inspection, project safety, project completion within the schedule agreed upon in the preconstruction phase, compliance with all applicable laws and regulations, and submitting monthly reports of these activities to the NOACSC. All subcontracts shall be on the subcontract form prescribed by O.A.C. Section 153:1-03-02. The NOACSC reserves the right to approve the Firm's selection of subcontractors and any supplemental terms to the subcontract form.

It is the responsibility of the Firm's design/build team to be fully acquainted with the existing conditions of the Project site by conducting visual inspection and designing within the limitations established by the estimated budget before Proposal submission.

The project scope of work is not intended to be all inclusive, but instead defines the NOACSC's minimum expectations, requirements and design intent. The Firm's design/build team will be required to perform all duties supplementary to the preparation of a conceptual design, construction cost estimate and construction of the renovation. Bi-weekly meetings throughout the Project will be required so stakeholders are informed on the direction of the Project.

Upon award of this Project the Firm will be expected to deliver the following within 4 weeks:

- A. Complete drawings
- B. Project Plan including:
 - (i) Permitting schedule
 - (ii) Estimated Start and Completion dates
 - (iii) Project Meeting Dates
 - (iv) Other pertinent tasks as required
- C. Primary Contact/Construction Manager

6. General Terms and Conditions

The NOACSC intends to recommend award of a contract to the Firm that is best qualified and is capable of meeting the needs of the NOACSC based on the requirements of this RFP. As a condition to the award, the Firm agrees to execute the design-build contract substantially in the form on file with the NOACSC which is available upon request and the Firm agrees to comply with all terms and provisions contained therein (the "Contract").

By submitting a Proposal in response to this RFP, a Firm is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of the Contract awarded as a result of this RFP.

The Contract to be awarded under this RFP shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the successful Firm in performing such services.

7. Anticipated Proposal Schedule

The NOACSC anticipates it will, but neither promises nor is obligated to, process Proposals received in accordance with the following schedule:

Release of RFP:	August 5, 2016
Site Walk-thru:	August 12, 2016 @ 1:00pm
Pre-proposal Conference:	August 19, 2016 @ 1:00pm
Deadline for Inquiries:	September 2, 2016
Written Response to Inquiries:	September 9, 2016
Deadline for Proposals:	September 13, 2016
Selection of Final Firm	September 20, 2016

8. Proposal Submittal Requirements.

The Proposal shall consist of the following documents in the sequence listed below and delivered on narrative pages to be 8-1/2 inches by 11 inches. To facilitate quick reference, each section of the Proposal shall be offset with a tab. The Proposal may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter. The cover letter should identify the Firm and state other general information that the Firm desires to include regarding the Firm's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number, facsimile number and e-mail address. If a corporation, state the full name and title of each of the corporate officers and their experience as an NOACSC, operator or manager of a Design/Build firm. The state of incorporation is to be included. If the Firm is not an Ohio corporation, include a statement advising whether or not the Firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of the Contract. If the Firm is a sole proprietorship, state the name of the individual doing business. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience as an NOACSC, operator or manager of an interpretation and/or translation firm and the proportionate share of the business owned by each partner. If a joint venture, state the names of the Firms participating in the joint venture and the principal officers of each Firm; each officer's experience as an interpretation/translation consultant and the proportionate share of the joint venture owned by each joint venture partner.
- B. Executive Summary. The executive summary should provide a clear and concise summary of the Firm's background, level of expertise, direct relevant experience and ability. The executive summary should make the Firm's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.
- C. Minimum Qualifications. Each Firm, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Proposal. If Firm is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Firm must:
- (i) provide evidence that it has a minimum of three (3) continuous years of experience in the last five (5) years in performing design-build office remodeling projects.

- (ii) possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities.
- (iii) be authorized to conduct business in the State of Ohio, County of Allen and the NOACSC of Lima.

D. Design and Construction Experience. This section gives Firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firms may submit as much information in this section as is needed to differentiate its company and proposal from the other Firms. Firms are encouraged to include details of projects they performed, photographs (before and after completion), observed benefits of the projects, challenges that were encountered or may be encountered and how the Firm will manage the challenges through its experience, and how the Firm will control project costs. Firms are encouraged to include details to demonstrate its knowledge and experience. Some examples may include construction of a computer room or other examples of incorporating NOACSC intents into the project, managing conflicting opinions, sourcing and managing lead-times on project products, color selections, lighting, etc. Please include as a minimum the following information:

- (i) clearly communicate how you meet or exceed the minimum qualifications;
- (ii) list relevant recent experience in providing design/build services for construction projects as described in this RFP and state the number of persons you currently employ in such operations;
- (iii) clearly state the total number of such projects, and their locations, that you have provided and implemented at a facility comparable in size to this remodeling project within the last five (5) years;
- (iv) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and
- (v) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

E. Key Staff. The Firm should identify the key staff proposed for this Contract and provide their curriculum vitae. As to each staff member identified, set forth their specific responsibilities and availability. If key staff members are working on other projects, their availability should be reflected as such.

- F. Statement of Project Goals. In a brief narrative format, the Firm should set forth its understanding of the anticipated project goals and discuss the unique nature of design-build projects, the Firm's approach such as task-order, etc.
- G. Management Approach. Provide an organizational chart of the Firm showing all major component units; where the management of this Contract will fall within the organization and what corporate resources will be available to support this Contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at the site for this Contract should be included.
- H. Subcontractors/Sub-consultants. The Firm shall clearly indicate the specific tasks or areas of expertise that are subcontracted and to what entities. Experience cited for proposed subcontractors/sub-consultants shall demonstrate proficiency in the services proposed for this Contract. If the Firm has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor/sub-consultant with this specialty be provided with the list of subcontractors/sub-consultants intended to be part of the Firm's project team.
- I. Claim History. The Firm shall disclose (1) all claims that have been made against it on construction projects in the past five years and the reason for each and (2) all claims made by the Firm on construction projects in the past five years and the reason for each. As used in this paragraph, the term "claims" should not be construed to be limited to formal litigation but rather any demand by Firm for additional compensation under a construction project and any request by an owner of a project that Firm replace or repair work installed on a project. The Firm shall provide the names of the Firm's employee who was responsible for monitoring and resolving any claims and the names of the owner of the project which had a claim arise.
- J. Bankruptcy and Litigation. Provide responses to the following:
- (i) Has the Firm ever filed for bankruptcy? If so, when, and describe the impact it would have on the ability to honor contractual commitments?
 - (ii) List and briefly describe any threatened, pending or past legal proceeding and judgment, or any contingent liabilities, in which the Firm, or any parents, affiliates and subsidiaries of the Firm was or is a party that would adversely affect the Firm's financial position or ability to honor its contractual commitments to the NOACSC.
 - (iii) Has the Firm failed to complete any contract, or has any contract been terminated due to alleged poor performance or default, or has the Firm been found to be in violation of any provision of

international, federal, state, or local regulations? If so, provide explanation.

- (iv) Has the Firm been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages? If so, describe the circumstances.
- (v) Has the Firm been barred from bidding on public contracts by the federal government or by any governmental entity in Ohio or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?

K. Security for Performance. As part of its Proposal, each Firm shall submit a letter from its surety's agent expressing its intent to issue the required bonds if the Firm is selected on the Project. The selected Firm, at its own expense, shall furnish, to the NOACSC, separate performance and payment bonds in the penal sum of 100% of the amount of the Project construction budget, as a guarantee of good faith that the terms of the Contract shall be complied with in every particular.

- (i) Said performance bond shall be subject to the approval of the NOACSC.
- (ii) The Surety must be licensed to do business within the State of Ohio. A "Certificate of Compliance" issued by the Ohio Department of Insurance shall accompany the performance bond.
- (iii) The Surety must have an agent located within the State of Ohio, and the agent shall be identified as part of the bond submittal.
- (iv) The Surety shall provide a properly executed power of attorney evidencing the authority of the signatory to execute the bond.
- (v) The Surety must be listed on the current edition of U.S. Treasury Circular 570, and the penal amount of the bond shall be within the limit noted on the circular.
- (vi) Subcontractor Bonds: Each Subcontractor whose Subcontract is greater than \$100,000 shall be required, as a condition of the Subcontract, to execute a similar Performance Bond in the full amount of each Subcontract, naming the Firm and the NOACSC as joint obligees.

L. Insurance. As part of its Proposal, each Firm, shall submit evidence of the following insurance coverage, and if awarded the Contract, shall at all times during the term of the Contract maintain such insurance. The

insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Firm shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Executive Director, evidencing the required insurances upon execution of the Contract.

- (i) Commercial General Liability Insurance, including Contractual Liability Coverage Products and Completed Operations Coverage and Broad Form Property Damage, written on an "occurrence" basis, with limited of liability not less than One Million Dollars (\$1,000,000) per person/One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) annual aggregate, and with a deductible no greater than \$25,000, covering bodily injury, personal injury, property damage and loss of use of property.
- (ii) Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00). Each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.
- (iii) Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury (including death at any time occurring) and property damage per occurrence.
- (iv) Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- (v) Statutory unemployment insurance protection for all of its employees.
- (vi) Maintain such other insurance policies as may be reasonably required by the NOACSC.
- (vii) The successful Firm will name the NOACSC as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor as respect to all work being performed for the NOACSC.

(viii) The successful Firm will provide the NOACSC with no less than thirty days' written notice if the vendor's insurance will be cancelled, non-renewed, or has any material changes in coverage.

M. Exceptions. The Firm shall include a list of exceptions to the RFP, if any. If there are no deviations or exceptions to any portion of this RFP, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the NOACSC accepts the Firm's Proposal, Firm shall conform to all of the requirements contained in the RFP.

N. Financial Proposal. The Firm should submit as part of the Proposal, a fee proposal for all its services, in a separately sealed envelope clearly marked on the outside as "Fee Proposal". Itemize the fee by Project phase or other divisible unit completed, in dollars and percentage, or by deliverable. The Firm shall provide its best estimate of expenses including, but not limited to, travel, general condition costs, contingency and other expenses generally required on design-build projects. No qualification of the Fee Proposal will be accepted. The Fee Proposal shall be considered a firm and final amount and will not be subject to negotiation. No qualification of the Fee Proposal will be accepted. The submission of the Fee Proposal shall be considered evidence that the Firm has satisfied itself relative to all information contained in this RFP and has ascertained either by inspection, investigation, or otherwise, that construction of the Project can be completed for the amount of such Fee Proposal, whether or not shown or described, or which may be reasonably inferred to be required or useful for the completion of the Work in accordance with applicable law and customary standards of the construction industry.

9. Interpretation of Proposal Document

A. If any prospective Firm finds discrepancies or omissions in this RFP or if there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the NOACSC 645 S. Main Street, Lima, Ohio 45804 no later than September 9, 2016. Requests for clarification or interpretation may be submitted via e-mail to ray@noacsc.org. Email is the preferred method.

B. The NOACSC is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a statement given in any manner except by written addendum. The NOACSC will post online each addendum issued for this RFP. Any addenda so issued are a part of and incorporated into this RFP as if originally written herein.

10. Evaluation of Proposals

Each Proposal submitted to the NOACSC shall be evaluated by the Executive Director and participating Board members. Only Proposals which are received on or before the submittal deadline and which meet all the requirements of this RFP shall be considered. The NOACSC also reserves the right to request a “best and final offer” from Firms meeting the minimum requirements.

The NOACSC may require a Firm to further supplement its written Proposal to obtain additional information regarding its Proposal or to meet with the NOACSC’s designated representatives to further describe the Firm’s qualifications and abilities. The decision regarding which Firm(s) will be asked to supplement their Proposal or meet with NOACSC representatives is in the Executive Director’s sole discretion. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal nor may the Firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the NOACSC.

Firms will be responsible for all costs associated with providing their demonstration. The decision regarding which Firm(s) shall be requested to make such a demonstration shall be within the sole discretion of the NOACSC. The requested demonstration shall take place at the time and place specified by the NOACSC.

The numerical rating, following each factor set forth below, indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Firm. Instead, the rating reflects the NOACSC’s best attempt to quantify each Firm’s ability to provide the services set forth in the Contract and to meet the specific conditions and criteria included in this RFP.

- (a) Qualifications/Experience (Rating up to 20 points)
- (b) Project Approach (Rating up to 20 points)
- (c) Key Staff (rating up to 10 points)
- (d) Management Approach (Rating up to 10 points)
- (e) Work Product Sample (Rating up to 10 points)
- (f) Project Cost (Rating up to 30 points)
- (g) NOACSC participation (Pass/Fail)

11. Rejection of Proposal; Cancellation of RFP/Contract

The NOACSC reserves the right to reject any Proposal that does not provide or is unresponsive to the information requested herein. The NOACSC reserves the right to reject any and all Proposals with or without cause or to waive and accept any deviation in order to award the Contract in the NOACSC’s best interest, as determined in the NOACSC’s sole discretion. A Firm’s failure to respond to all questions thoroughly and completely may result in rejection of its Proposal. The NOACSC reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each Firm.

The NOACSC reserves the right to cancel this RFP and the award of the Contract, with or without cause, at any time before such Contract has been fully executed by all parties.