

COLUMBUS METROPOLITAN LIBRARY

# Request for Qualifications (RFQ)

Architectural & Design Services

**Issue Date: April 21, 2017**

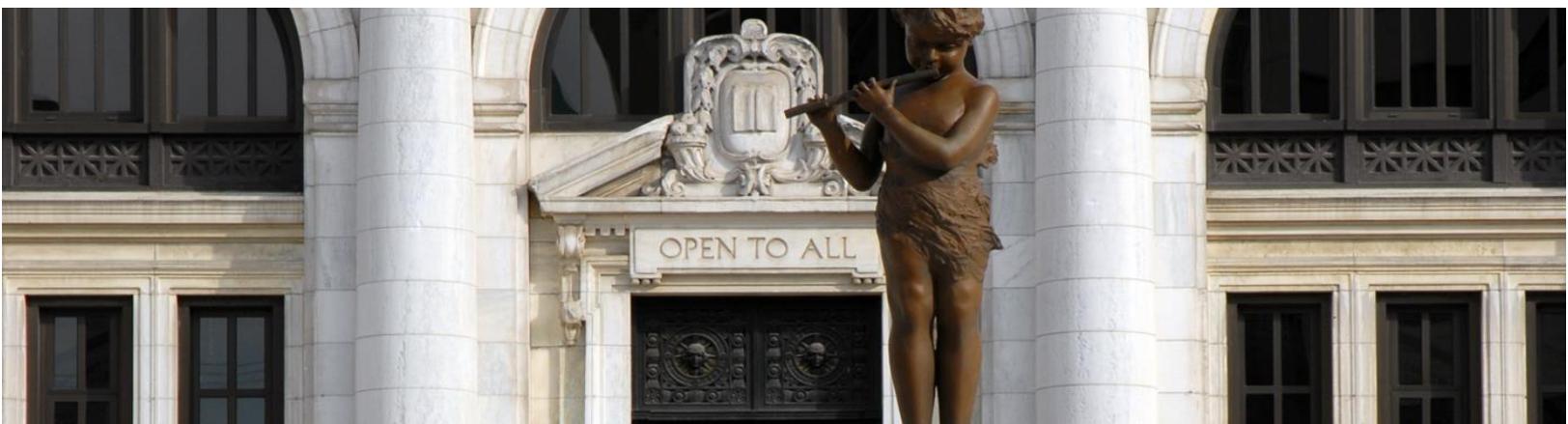
**ITB Number CML # 17-008**

**Issued by:**

Procurement Department  
96 S. Grant Ave.  
Columbus, OH 43215

**Deadline for Submittal:**

May 19, 2017  
No later than 12:00 NOON EST



# REQUEST FOR QUALIFICATIONS

The Columbus Metropolitan Library is seeking sealed, signed, written qualifications for **Architectural & Design Services**, according to the requirements described in the Scope and other documents included with this RFQ. The Proposal Identification Number is **RFQCML #17-008**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than 12:00 Noon (Columbus, Ohio local time) on Friday, **May 19, 2017**. Any Proposals arriving after 12:00 noon will be marked late and will not be considered for selection to provide the specified equipment, supplies and/or services.

The Offeror declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this Request for Qualifications ("RFQ") and agrees to fulfill the requirements of any contract for which it is selected to provide the specified equipment, supplies and/or services at the prices proposed following negotiations with the firm determined most qualified to provide the required services. The Offeror certifies, by signature affixed to this Cover Sheet, that the information provided by it in response to the RFQ, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing bid Proposal (Please print or type)		Title
Offeror Name		
Mailing address		
City	State	ZIP
Telephone		Toll Free Telephone
Contact Person		Fax Number
E Mail address		
Authorized Signature (Original signature only) Please use Blue Ink..		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL**

## **Proposal**

The Columbus Metropolitan Library (“Library” and “CML”) seeks to establish a prequalified listing of architectural design firms that will be available to provide design services for yet to be determined projects.

This request seeks qualifications and Proposals from qualified professional design firms, as provided by Ohio Revised Code Section 153.68, capable of providing services for the Library’s small to medium scale renovations of existing facilities. Potential projects include; but are not limited to, renovations/expansions/lease improvements over the course of the next three (3) to five (5) years. This could potentially include new facilities either built or leased in areas not currently served by the Library.

The Library will assume that each firm submitting a Proposal (“Proposal”) detailing its qualifications in response to this RFQ is interested in all aspects of the scope of this RFQ. Firms determined to be the most qualified to provide architectural and engineering services will be included in the Library’s file of prequalified professional design firms.

The goals of the facilities to be renovated are to:

- Potentially increase the space available to the public and to create safe, sustainable, vibrant places that support community oriented, user-centered programs, technologies and services, providing direct access to the Library’s extensive resources, current technology and exceptional staff. Additionally, there will be emphasis on comfortable seating, quiet reading spaces, children’s and teen spaces, public meeting spaces, conference rooms, and tutoring rooms; all integrated into facilities that can be easily configured or reconfigured to adapt to community needs.
- Integrate technology and automation thereby providing customers and staff opportunity to utilize the latest digital advancements. Our goal is to utilize technology to serve our customers’ needs in the most efficient ways possible, including self-service whenever possible. In addition, we will utilize technology to increase opportunities to deliver and participate in personalized customer service.
- Address the changing dynamics of the library service model, such as the growing influence of eBooks, social media and mobile devices as they pertain to customer behavior and expectations.

## **Background**

The Library is a county district library established in accordance with §3375.20 of the Ohio Revised Code. The Library, which is a separate legal entity, is financially, managerially and operationally independent from both Franklin County and the City of Columbus. The Library is a fully funded political subdivision and receives the majority of its funding from the State of Ohio and locally voted property taxes.

### **Team Relationships**

As noted, the Library seeks to assemble the most qualified firms in order to advance the Library's modernization program. This request will result in the selection of design firms that will create facilities that enhance customer experience and reflect the Library's purpose: ***"to inspire reading, share resources and connect people."***

Each design firm selected will work closely with the other professionals within CML as a dedicated project team. It is the Library's intention to push the boundaries of the Library as we know it today, while addressing and embracing the dynamic changes in the field of information, technology and social behaviors. The Library's customers are exposed to public and retail spaces that inspire them, and the Library seeks to do the same with its buildings.

Presence in the state of Ohio is a requirement for all qualified firms. If a design firm does not have a presence in the state of Ohio, the firm must identify one (1) Ohio firm, at a minimum, with which it will contract to serve as the Architect of Record for a particular project and that will perform the following services:

- Provide experience in and knowledge of the local building code, including all applicable rules and regulations of the city of Columbus, Franklin County and the state of Ohio that will apply to the design and construction of the improvement.
- Prepare the construction documents for a project, including providing the professional seal required by Ohio law.
- Provide construction administration services.
- Provide post-construction support.
- Additional items that require a local presence, as needed.

Local firms and firms with library experience will be given priority.

The Library views the ability to collaborate as a critical component of success. Qualified firms must demonstrate the ability to work with all members of the project team as a cohesive team.

### **Scope of Services**

The scope of architectural design and engineering services may include, but is not necessarily limited to, the following:

- Evaluate, assist in the revision of, and interpret the Library staff's vision of a 21<sup>st</sup> century library
- Site Planning
- Utility Design and Coordination
- Architectural Design
- Structural Engineering

- Mechanical, Electrical and Plumbing (MEP) Design
- Fire Protection as required
- Interior Design or Retail Space Design, including furniture selection (unless performed by a separate firm chosen by the Library)
- Landscape Design
- Lighting Design
- Communication/Data Systems
- Zoning and Architectural Review Board
- Zoning Analysis and Approval, as required
- Building Code/ADA Consulting
- Security Systems Design
- Cost Estimates

It is the Library's desire to have all the above services provided by the chosen architect either through its current staff or through consultants retained by the selected firm to provide the service.

**Proposal Requirements**

To facilitate comparison of Proposals, each page of the Proposal should state the name of the firm, the RFQ number (RFQ CML #17-008), and the page number and should be submitted in a format that corresponds to the order below.

**ALL FIRMS INTERESTED MUST SUBMIT THE FOLLOWING INFORMATION:**

- A. RFQ Cover Sheet – signed by an officer of your company.
- B. One (1) page description of your firm's vision for the future of the public library.
- C. Statement as to the firm's particular abilities and qualifications, including the number of years the firm has been in business, the geographical area of operations and professional affiliations. Also indicate the principals in the organization and the size and composition of the organization.
- D. Provide the name of all team members who would be assigned to eventual projects and the role that they will play. Include a brief description of certifications, skills and abilities of each team member. Please also indicate the individuals or positions within the firm that may be called upon for future projects, understanding that specific individuals may or may not be with the firm in the future.

- E. A statement, in clear terms, of your understanding of the intent of this RFQ. Describe what you consider visionary and innovative about your firm's approach to library design.
- F. Provide information that demonstrates experience in and knowledge of local building code, including all applicable rules and regulations related to the City of Columbus, Franklin County and the state of Ohio.
- G. Provide a portfolio and/or digital resume (or a link) of your most innovative work, including any recent innovative experiences on projects with which your firm was involved that highlight energy efficient designs and any other pertinent design characteristics that may be relevant to Library renovation projects.
- H. Describe the firm's approach and methodology related to progress meetings and presentations to the Library's key stakeholders.
- I. Describe any special equipment, software or procedures available to the firm which will facilitate completion of the project.
- J. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFQ, which may be useful and applicable to the library.
- K. Disclose all information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to architectural services provided by the firm or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five (5) years the firm has been suspended from submitting Proposals for or entering into any government contract.

### **Diversity**

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/WBE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority and Women Business Enterprises are encouraged to respond to this Proposal.

## **Evaluation of Proposal**

The Library's evaluation team, consisting of selected members of various work units, will evaluate responses received to the RFQ. The final selection of one or more design firms to be included in the prequalified file maintained by the Library will be based on the overall RFQ response. In addition, information obtained through subsequent meetings with firms identified as qualified to provide the required design services that will result in the best design and construction for the Library will be included in the evaluation process. As it is conducting the evaluation process, the Library's evaluation team will strive to identify the most qualified firm(s) for the prequalified file, as required by qualification-based selection process contained in Ohio Revised Code Section 153.65, et seq., for recommendation to the Library Board of Trustees for selection to provide the required services.

Specific criteria that will be considered during the evaluation include:

- Evidence of design and technical excellence/innovation
- Consistency with the goals and vision of the Library
- Team qualifications, references and demonstrated capacity to implement and complete
- Quality of the Proposal, including adherence to instructions
- Ability to work as a team
- Presentation skills
- Local building code expertise

The firm(s) selected for the projects will be the firm(s) determined most qualified to provide the required design services and will be design firms that possess the ability to perform successfully under the agreed to terms and requirements.

The Library reserves the right to waive irregularities in any Proposal submission, to request additional information from any firm that submits its qualifications and a Proposal for consideration, and to reject any or all submittals. The submission of a firm's qualifications and Proposal does not result in any right to be included in the prequalified file of design professionals if the Library's selection team determines that the firm is not qualified to provide design services.

## Selection Process

1. The notice of the RFQ will be posted on the State of Ohio Office of Procurement Services Website and the Library's website.
2. The selection team will review all Proposals, identifying firms that meet the minimum qualifications. Of the qualified firms, the selection team will identify which firm(s) will be considered as a "finalist" for the projects. Each finalist will then be required to meet in person, in Columbus, Ohio, or via Skype with the selection team for an oral interview. **Note:** If a finalist firm has identified a separate architectural firm to provide experience in, and knowledge of, local building code and to serve as the Architect of Record for a specific project, a representative of that separate architect firm must also be present at the time of oral interviews.
3. The selection team may perform site visits as part of the evaluation process before selecting the most qualified design firm(s).

## Selection

All qualified firms, including both those selected and not selected for the projects, will remain on the prequalified list of architectural & engineering firms capable of providing services during the term of this RFQ. These firms may be considered for future projects without the need to respond to subsequent RFQs. Any firm selected to be included on the prequalified list must update its qualifications annually to remain on the list.

## SCHEDULE

April 21, 2017	RFQ Issued
May 11, 2017	Inquiry Period Ends at 5:00 p.m.
May 19, 2017	RFQ due by 12:00 Noon EST
May 26, 2017	Short-Listed firms notified
Week of June 5, 2017	Finalists interviews (only if needed, all finalists may not require an interview)
June 16, 2017	Finalists notified no later than June 16, 2017

**CONTACT INFORMATION:**

Every effort has been made to include enough information within this RFQ to enable firms to prepare a response that thoroughly and fairly represents their respective capabilities to meet the Library's requirements. If there are questions concerning the contents of this document, the Library is willing to provide responses in as timely a manner as possible.

**All questions must be submitted no later than 5:00 p.m., May 11, 2017. Reference the RFQ number, CML #17-008 and the title of this RFQ "Architectural & Design Services". Submit all questions via e-mail to:**

Wanda Dixon, Procurement Analyst  
Email address: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org)

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). Answers will be posted no later than 5:00 p.m. two business days after the inquiry period ends.

**Each firm must submit a Proposal clearly marked:**

ARCHITECTURAL & DESIGN SERVICES  
RFQ CML #17-008

**One (1) original, completed and signed in blue ink, ten (10) copies, and an electronic copy are required.**

Proposals are due no later than **Friday, May 19, 2017, at 12:00 Noon EST.**

Proposals submitted by e-mail or fax are not acceptable and will not be considered.

**Proposals must be submitted to:**

Columbus Metropolitan Library  
Attn: Wanda Dixon  
96 South Grant Avenue  
Columbus, OH 43215

The Library may return unopened any Proposals that are received after the deadline.

**Columbus Metropolitan Library  
Procurement Department**

**Contract Terms and Conditions**

Contract Components, Entirety, Changes Interpretation

**Contract Components:** This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the “Contract”). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

**Entire Agreement; Parties to the Contract:** This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Bid submitted to CML in response to an ITB (referred to as the “Supplier” or the “Contractor” in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to “Vendor” in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

**Contract Changes:** Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

**Contract Orders:** CML will order products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

**Standard Invoice and Payment**

**Invoice:** The Contractor shall submit invoices to Accounts Payable, Finance Department, Columbus Metropolitan Library to: [accountspayable@columbuslibrary.org](mailto:accountspayable@columbuslibrary.org) . The invoice must be a proper invoice to receive consideration for payment. A “proper Invoice” is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

**Payment:** In consideration for the Supplier’s performance, CML will pay the Supplier as invoiced. Payments will be made by electronic funds transfer (EFT). For all transactions, the Supplier must have a valid W9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

**Payment Due Date:** CML will pay invoices 30 days after it has received an invoice for products, supplies and services it has received and accepted.

**Taxes:** Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

**Term of Contract:** This Contract is effective upon the projected beginning date of the ITB Cover Page or upon the date of the CML purchase order, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

**Contract Renewal:** [Not Required]

### **Delivery**

**F.O. B. The Place of Destination:** Where applicable, the Supplier must provide the products, supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid and included, unless otherwise stated.

**Time of Delivery:** [Not required]

**Minimum Orders-Transportation Charges:** [Not required]

### **Contract Cancellation; Termination; Remedies**

**Contract Cancellation:** If a Supplier fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

**Contract Termination:** CML may terminate this Contract for convenience after issuing 30 days written notice to the Supplier.

**Remedies for Default:**

A. Actual Damages. The Supplier is liable to CML for all actual and direct damages caused by the Supplier's default. CML may buy substitute supplies or services, from

a third party, for those that were to be provided by the Supplier, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Supplier's default, from the Supplier.

B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Supplier's default from any part of the price still due on the Contract, after CML has provided prior written notice to Supplier of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If CML or Supplier is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

**CML Consent to Assign or Delegate.** The Supplier may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

**Indemnification:** Supplier will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier is responsible.

**Confidentiality:** Supplier may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Supplier may not disclose any information obtained by it as a result of the Contract without written permission from CML. Supplier must assume that all CML information, documents, data, records or other material are confidential.

**Publicity:** Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier's or subcontractor's supplies or services. Supplier and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

**Governing Laws; Severability:** The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in

Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

**Workers Compensation:** The Supplier shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

**Automobile and General Liability Requirements:** During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

**Automobile Liability:** Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

**Commercial General Liability:** The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

**Contract Compliance:** The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Supplier for

immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

**Warranties:** Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.