



ANDREW J. GINTHER, MAYOR

DEPARTMENT OF FINANCE
AND MANAGEMENT

**Request for Statement of Qualification (RFSQ)/ Proposals for
Construction Manager at Risk (CMaR)**

For

New Municipal Court Building

Response Due Date and Time:

January 11, 2023,
1:00 pm, Local Time

Submit RFSQ/ Proposal Electronically to:

[Bonfire](#)

STATEMENT OF QUALIFICATIONS (SOQ)/ PROPOSAL SIGNATURE FORM

This page, signed by an officer of the offering firm or a designated agent empowered to bind that entity in a contract with the Department of Finance and Management, is required to accompany the materials submitted for consideration. If signed by someone other than an officer, complete and submit the Signature Affidavit along with this form.

I, the undersigned, having carefully examined this Request for Statement of Qualifications (RFSQ), propose to furnish services in accordance therewith as set forth in the attached submittal.

I hereby certify that, to the best of my knowledge, this submission is complete, and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Firm named below.

I further acknowledge that by signing this form I am representing that, in the event this submittal is accepted, the Firm is willing and able to execute a contract with the City of Columbus, with the understanding that the project scope, terms, and compensation provisions will be negotiated and agreed to at a later time, if Offeror is selected for this Project.

By my signature below, I attest that I have read, understand, and agree to the terms, conditions, and requirements set forth in the RFSQ, including any special terms and conditions incorporated in these solicitation documents.

Failure to sign and return this form shall result in the rejection of the accompanying submittal.

OFFEROR INFORMATION:

FIRM (Company Name):

ADDRESS:

CITY, STATE, ZIP:

PHONE: _____ EMAIL: _____

CITY OF COLUMBUS CONTRACT COMPLIANCE/VENDOR NUMBER: _____

FIRM AUTHORIZATION FOR SUBMITTAL:

Signature (secure digital preferred)

Date

Name (print)

Title

SOQ SUBMITTAL/ PROPOSAL SIGNATURE AFFIDAVIT

COUNTY OF: _____

STATE OF: _____

_____, being duly sworn deposes and says that he/she is

(NAME OF AFFIANT)*

of

(TITLE)

(COMPANY)

a corporation organized and existing under and by virtue of the laws of the State of

_____ and having its principal office at

(NUMBER AND STREET)

(CITY/STATE)

(ZIP CODE)

Affiant further says that he/she is familiar with the records, minute books and by-laws of

_____ ; Affiant further says that

(NAME OF COMPANY)

is

(NAME OF PERSON SIGNING STATEMENT OF
QUALIFICATIONS/ PROPOSAL/CONTRACT)

(TITLE)

of the corporation, is duly authorized to submit this SOQ/ proposals for _____

(CONTRACT OR PROJECT NAME)

for said corporation by virtue of

**(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF BY RESOLUTION,
GIVE DATE OF ADOPTION.)**

(SIGNATURE OF AFFIANT)*

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE SUBMITTAL/ CONTRACT.

Sworn to before me and subscribed in my presences this _____ day of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____

LOCATION OF LEAD OFFEROR FORM

This form will be used to determine the scoring for the location of the lead offeror per Evaluation Criteria Section 6.6.2 of the Request for Statement of Qualifications (RFSQ). Failure to submit this form will result in the submittal receiving one point for the location of the lead offeror. This form does not count toward the submission page limit for this SOQ.

Location of Lead Offeror status (check only one box below):

- Lead Offeror meets the definition of a “local business” as defined in City Code Section 329.01(bb) (has a current and fixed local occupancy and is a taxpayer in good standing) by meeting **all** of the following criteria (10 points):
- Owns or leases office space within the corporate limits of the City of Columbus.
 - The office space is occupied and used by at least one executive officer of the business entity.
 - The office space has been owned or leased by this business for no less than twenty-four consecutive months immediately prior to the due date of this RFSQ; or if the business has relocated within the City of Columbus during the preceding twenty-four months, it has owned or leased office space within the City of Columbus for twenty-four consecutive months immediately prior to the due date of this RFSQ.
 - The office space is not just a Post Office box or similar mailing address; is not a moveable work site such as a construction trailer or offices at a construction job site; is not a location zoned for residential use, unless such a location is the sole office space owned and/or leased by the business entity; and is not a location rented or used by the business entity for temporary business functions such as meetings or teleconferences.
 - Has filed tax returns for both net profits and payroll taxes with the City of Columbus for no less than two consecutive fiscal years preceding the due date of this RFSQ.
 - Is current and compliant in the payment of any City of Columbus taxes on payroll and net profits; or, if not current and compliant, has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement at the due date of the RFSQ.
- Lead Offeror is located within Franklin County, either not within the City’s corporate limits or does not meet all of the criteria for a City of Columbus local business as detailed above (7 points).
- Lead Offeror is located within one of the counties adjoining Franklin County, Ohio (5 points).
- Lead Offeror is located within the State of Ohio (3 points).
- Lead Offeror is located outside the State of Ohio (1 point).

I hereby certify that the Location of Lead Offeror status claimed above is true and accurate. I also affirm I am duly authorized to sign and submit this information on behalf of the Offeror.

Signature

Date

Printed Name

Title

RFSQ SUBMITTAL TERMS AND CONDITIONS for Construction Manager at Risk (CMaR)

SUBMISSION OF SOQ/ PROPOSALS

Statements of Qualification (“SOQ”) must be submitted in compliance with the requirements of this RFSQ.

SUBMISSION OF RESPONSE

All SOQ submittals and other material submitted in response to this Request for Statement of Qualifications (RFSQ) become the property of the City of Columbus (“City” and also the “Owner”). The City may choose to retain or return these materials to the CMaR, at the expense of the CMaR. As used in this RFSQ, the term CMaR refers to the Offeror/Firm submitting a Statement of Qualifications (“SOQ”) in response to this solicitation, and also to the Offeror/Firm that is selected to enter into a contract with the City as the CMaR for this project.

The City is not liable for any cost associated with the preparation of the submittal or any other costs incurred by any CMaR prior to the execution of the contract. The rejection of any submittal in whole or in part, at the City’s discretion, will not render the City liable for incurring any cost or damage.

ACCEPTANCE AND REJECTION

The submission from the CMaR to the City of Columbus will be accepted or rejected within a period of 180 days from the submittal due date. The City reserves the right to waive technicalities and to request new submissions (re-advertise) of the required material. The Request may be cancelled and any submission may be rejected, in whole or in part, when it is for good cause and in the best interests of the City.

WITHDRAWAL OF SOQ SUBMISSIONS

The CMaR may withdraw their submission at any time prior to the time specified in the advertisement as the closing date and time for the receipt of submissions. This shall be done by contacting the Director of the contracting Department and requesting to have the submission withdrawn. Notice to the contracting department must be received before the submission due date and time. No CMaR shall withdraw or cancel his/her

submission for a period of 180 calendar days after said advertised closing date and time for the receipt of submissions. If the CMaR has been notified of the City’s intent to negotiate a contract and the contract negotiation does not complete in 180 days after the due date and time of the submission, the Offeror shall not withdraw or cancel the submission.

SIGNATURE REQUIRED

The responses must be signed, (preferably with a secure digital signature). If the response is a joint venture, authorized signatures shall be provided from all firms that are a party to the joint venture. If the CMaR is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

APPLICABLE LAWS

The Revised Code of the State of Ohio, as applicable, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PUBLIC RECORDS REQUESTS AND DISCLOSURES

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the CMaR understands that ALL documents submitted in response to this RFSQ are considered public records and WILL be released if a public records request is made, in accordance with the law. If Offeror contends that certain CLEARLY MARKED portions of its response constitutes an exception to Ohio’s public records law, you

MUST provide the City with your legal basis in support of nondisclosure with your SOQ proposal.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that the City responded by releasing the documents requested.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

CONFIDENTIAL INFORMATION

To the extent permitted by law, the director of the agency requesting RFSQ submittals may choose to keep submitted information in confidence during the evaluation process and until the time a contract is executed. This

information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, qualifications and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act, unless a specific exemption is permitted by law.

CONTRACT

The CMar to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten (10) business days after receiving such contract for execution.

An agreement which may result from the Offeror's proposal shall not be modified or altered by any subsequent course of performance between the parties, or by additional terms contained in any subsequent documents, unless said additional or differing terms are incorporated by contract modification, and authorized by City Council, if required.

CHANGES AND ADDENDA TO RFSQ/ PROPOSAL DOCUMENTS

Questions as to the interpretation of this RFSQ shall be submitted in writing to the City through "[Bonfire](#)", the City's online portal. In order to receive consideration, questions must be received by the question cut-off date as indicated in the advertisement. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda posted to the [Bonfire](#) web site. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

CAMPAIGN CONTRIBUTIONS

Offeror hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in compliance with Divisions (I) and (J) of that Section; that it is eligible to enter into a contract with the City by law and that it will remain in compliance

with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

REMEDIES

All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the CMar, arising out of or relating to this RFSQ and the CMar's submittal, or its breach, will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Any Agreement shall be governed by and in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to, Charter Sections 159 and 161. Chapter 377 of the Columbus City Codes will be incorporated into the contract, and the CMar is required to comply with said provisions. This includes but is not limited to reporting requirements and the obligation to review the Commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

CONTRACT COMPLIANCE

The City of Columbus encourages the participation of City certified minority and women business enterprises. *

All vendors registering to do business with the City of Columbus must complete their Contract Compliance/ Equal Business Opportunity (EBO) registration. Completion of the EBO questionnaire is a requirement to complete vendor registration. Once their vendor registration is approved, if eligible they can then apply to be MBE/WBE certified.

The CMar shall identify all Subconsultants (s) who will provide any type of *professional services* in relation to this Project. The CMar shall include the anticipated scope of work that will be performed by all

Subconsultants along with their contract compliance numbers, in their SOQ submittal

The CMar, including its Subconsultants, must hold valid contract compliance certification numbers as required by Columbus City Code ("CCC") Title 39. . In the event of a joint venture, if the joint venture results in the formation of a new entity, that entity shall be required to obtain a contract compliance number.

- Vendors must register on the Vendor Services portal **before** doing business with the City of Columbus and becoming Minority or Women Business Enterprise (MBE/WBE) certified. To get registered, please visit the following link:

columbusvendorservices.powerappsportals.com

- After vendor registration, you will receive an email inviting you to complete the required Contract Compliance/ Equal Business Opportunity (EBO) Questionnaire. Vendors must be contract compliant in order to do business with the City of Columbus. To get compliant, please visit the following link:

columbusvendorservices.powerappsportals.com

- To complete our online MBE/ WBE certification application, track the status of your application and receive a copy of your certification approval letter, visit:

Columbus.DiversityCompliance.com.

For more certification information or questions, contact us at:

DiversityCertifications@columbus.gov

This information is gathered and monitored by the Office of Diversity and Inclusion (ODI). Please contact ODI. For assistance with identifying potential minority Subconsultants, contact:

<https://columbus.diversitycompliance.com/>

Office of Diversity and Inclusion
1111 E. Broad Street, 2nd Floor
Columbus, Ohio

MBE/WBE Certification/Contract
Compliance

*While the participation and or partnering of City certified minority and women owned businesses is encouraged, the level of minority and women participation will not be a condition of the proposal award.

DIVERSITY AND INCLUSION

The City of Columbus is committed to ensuring meaningful opportunities for Minority-Owned and Women-Owned Business Enterprises (MBE/WBEs) to participate in the City's professional services, construction, and goods and services contracts.

This Project has a MBE/WBE participation goal of twenty percent (20%). MBE/WBE prime offerors who have a documented disparity in the 2019 City of Columbus Disparity Study are eligible for the 5% proposal incentive credit. Only MBE's/WBE's certified by the City of Columbus will count toward the goal.

Offerors, as part of the qualifications statement, shall develop and submit an MBE/WBE plan that demonstrates how MBE/WBE companies would be expected to participate in the general construction management services identified by this RFSQ and how MBE/WBE firms expected to perform that work will be identified, invited to participate, and evaluated. Secondly, as part of the qualifications statement, offerors shall submit documentation of their most recent CM contracts, demonstrating how MBE/WBE goals were met or exceeded on those contracts.

Firms shall make a good faith effort to engage MBE/WBE firms in meaningful roles as an integral part of the team proposed to provide the requested services and later during the solicitation and selection of subcontractors for construction work. Firms are expected to develop and implement a plan for a good faith effort to obtain MBE/WBE participation by firms holding a valid certification. If the plan does not demonstrate a commitment to partnering with the City of Columbus through good faith efforts to include MBE/WBEs on the Project, the City of Columbus in its sole discretion, may negatively reflect this in its evaluation of the Offeror's qualifications.

Potential construction services that may utilize an MBE/WBE partner to be included under the CMAr's professional services scope may include (but are not limited to):

- Construction management and supervision
- Cost estimating
- Scheduling
- Quality assurance/ quality control
- Diversity outreach and Inclusion services
- Web-based jobsite camera/ drone photography
- Project reporting
- General labor
- Site logistics, including site management services such as site layout and survey control, job trailer procurement, cleaning, waste management, construction labor parking management, off-site material storage, etc.
- BIM coordination/ change management
- Construction document and project related printing
- Licensed hazardous material abatement services

- FFE/ AV procurement
- Move management and move services

Supplier Diversity:

Members of the local minority, woman-owned, and socioeconomically disadvantaged business (MBE/WBE) communities are encouraged and shall have meaningful opportunities to participate in the delivery of design, construction, operational and material supply services for the project.

As a separate activity in support of the project goals, the project Owners and Owners' Representative (OR) will also seek to engage local certified firms in the delivery of services once the projects are commissioned. This may include but will not necessarily be limited to: concessions and parking operations, material supplies, maintenance and other operational needs. As a separate activity by the Owner, these efforts are not part of the goals set for the CMar.

The supplier diversity program efforts may include the following activities:

- Notification and awareness of the projects and the range of business opportunities that exist related to the projects;
- Outreach and engagement of certified and eligible certifiable firms;
- Provision of reasonable support services, to the extent possible, to aid in the participation of small, MBE/WBE firms on the projects;
- Reasonable efforts to mitigate unnecessarily restrictive qualifications and bonding requirements that impede access for small, diverse firms;
- Affording significant consideration to local, City of Columbus certified minority and woman-owned business enterprises (MBE/WBE) in the delivery of goods and services;
- Bringing known firms eligible to participate in the City's MBE/WBE certification program to the attention of the City of Columbus Office of Diversity and Inclusion to facilitate inclusion in the projects; and
- Timely and efficient monitoring and reporting (no less than monthly) of diversity spending throughout the life cycle of the projects.

REQUEST FOR STATEMENT OF QUALIFICATIONS SUBMITTAL

1. Project Information

1.1 Project Name: New Municipal Court Building, 300 block of South High Street, Columbus, Ohio

1.2 Project Overview:

The project shall include a complete planning process, starting with design team review of programming developed by the Owner/Owner Representative (OR) team, coordination with City's Architect of Record (A/R) and other consultants for the construction of a new Municipal Court Building which will be located on the east side of the 300 block of South High Street between Mound St. and Fulton St, Columbus, Ohio the "Project"). The site area is approximately 1.89 acres. The building will contain approximately 345,000-375,000 gross square feet of space on an estimated seven to ten floors, plus a full basement, and will include approximately twenty-six (26) courtrooms. While a budget has not yet been established for the project, the construction cost is projected to range from about \$175MM-\$210MM, depending on the final program

scope to be included in the building. Design planning may incorporate a future horizontal expansion or planned internal displacement of certain functions to allow the City to control the initial project scope and spending.

Public parking is available at the adjacent County public parking garage and is currently used by Municipal Court staff and public. Some security retrofits to the County parking garage may be required as a result of creating this adjacent new building. Security measures and design approaches appropriate to a local jurisdiction court building are expected.

The new building will accommodate the operations of the Municipal Court Judges, Municipal Court Clerk, prosecutors, other elected and appointed officials, law enforcement and security, courts administration, and operations staff. A single public security screening checkpoint is preferred. Public service counters will also be required at areas such as the Municipal Court Clerk and at jury commission. The building will also require central and distributed holding cells for detainees adjacent to the courtrooms and a separate secured circulation path for transport of detainees from the sallyport to courtrooms. Although this building will be designed to support video-based arraignments originating at both the new Franklin County Corrections Center and existing Jackson Pike Corrections Center, this building will also have a secure vehicular sallyport for transporting detainees from the corrections centers, and secured parking for the Municipal Court Judges.

This building will pursue a second (redundant) power feed but may also require a supplemental emergency backup system powered by a portable emergency generator.

It is also expected that the Project scope will include the design and construction of a new tunnel under High Street, connecting the new Municipal Court building to the existing Franklin County Government Center for the convenience of staff, attorneys, and public. Some public outdoor space may also be developed as part of the design planning for this Project.

The scope of the work shall include complete construction services, starting with planning confirmation, progressing through design, and extending through completion of construction and occupancy.

This Project will be constructed under a Construction Manager at Risk (CMaR) delivery method. The selected CMaR will work with the City of Columbus (Owner), Owner's Representative (OR), and the Architect-of-Record (A/R), who will be under separate contract with the City (Owner), to fully develop construction documents which will lead to several Guaranteed Maximum Price (GMP) amendments provided by the CMaR after completion of design and competitive bidding by the selected CMaR. It is anticipated that several design releases will be issued for bidding and partial GMP amendments for:

1. Site development,
2. Building core and shell, and,
3. Interior construction.

The project will also include a Community Benefits Agreement (CBA) that will be issued by the City. The CMaR will follow the requirements of the CBA.

Each short-listed CMaR shall attend a scope meeting anticipated to be held after the SOQ submission and CMaR short-listing. The CMaR's Project Manager is required to attend. The purpose of the scope meeting is to review and finalize the scope of services,

to review the contract, and to answer any questions. The Owner will provide a written General Conditions, Supplementary Conditions, Owner-CMAr agreement template, Owner Project Requirements (OPR) document and written fee proposal instructions to the short-listed CMArs to communicate specific Owner expectations and requirements prior to development of a scope of services fee proposal by the CMAr as part of the best-value selection process. The OPR will be used by the Owner's team as the basis for reviewing all design deliverables.

1.3 Scope of Services:

The CMAr will be responsible for full construction services for the Project, which includes, but is not limited to, design submittal review and preconstruction services, participation in developing the construction budget and updated construction cost estimates, participation in preparing the construction schedule (including identification of significant Project milestones for completion of the Work), prequalification of subcontractors to perform the required Work, regular reporting and management of construction, cost, schedule, and close-out phases of the Project.

The scope of the selected firm's services will include, but may not be limited to, the following:

A. Pre-Construction Services

1. Participate in regularly scheduled design progress meetings and any other project team meetings with the A/R, the various consultants, and the Owner/ Owner Representative team. The CMAr shall provide ongoing input with respect to constructability, construction costs, material selection/ evaluations, bid strategies, construction duration and phasing, sequence of construction, and other scheduling services, along with construction means and methods.
2. Coordinate/participate in meetings with the Owner/ OR and A/R, utility companies, and regulatory agencies to expedite the design/ permit/ construction process.
3. Identify and detail construction phasing and scheduling that will minimize interruptions to Owner operations, if applicable. Identify potential benefits of an early design release to control schedule.
4. Facilitate long-lead procurement studies and initiate procurement of long-lead items.
5. Develop comments, recommendations, and cost estimates throughout the phases of design.
6. Develop constructability and value engineering suggestions at all design phases – considering different design/ material/ life-cycle elements.
7. Assist with Permit Acquisition/Approval.
8. Develop prequalification criteria for subcontractors and prequalify subcontractors for the Work with the Owner/ OR, in accordance with City Code and the Ohio Revised Code, as applicable.
9. Develop potential subcontractor bidders' lists.
10. Develop a detailed, open book cost model and updates based on interim submittals for the Guaranteed Maximum Price (GMP) proposal based on completed Construction Documents.

B. Construction Services

1. Coordinate with the Owner/ Owner Representative, the A/R, and other stakeholders as necessary.
2. Bond and insure the construction per applicable City and State law and the Contract Documents.

3. Arrange for procurement of materials.
4. Schedule and manage construction operations.
5. Bid, award (with Owner input, and manage all construction related Subcontracts and fixtures, furnishings, and equipment (“FFE”).
6. Provide quality control and construction supervision.
7. Develop Schedule/ monitor compliance with the Schedule.
8. Conduct regular progress meetings.
9. Address all construction-related permitting requirements.
10. Maintain safe work site.
11. Prepare project closeout including documentation (final wage reports, lien releases, O&M manuals, as-builts, etc.)
12. Provide prevailing wage and diversity and Inclusion reporting/accounting.

C. Post-Construction Services

1. Move and move management
2. Warranty obligations.
3. Other post-construction services.

The project shall be designed and constructed in conformance with all applicable Federal, State, and local laws, codes, ordinances, and regulations. The design and construction shall conform to the most recent International Energy Conservation Code at the date of contract execution and all applicable Occupational Health and Safety Administration, Environmental Protection Agency, and Americans with Disability Act requirements.

1.4 References:

1.4.1 Project drawings and technical specifications, including construction administration services, shall be prepared in accordance with the Columbus Construction and Material Specifications (CMS), latest edition, and Department of Public Service Standard Drawings, as applicable. Applicability shall be determined prior to the start of the design development phase.

Hard copies of the CMS are available for examination or purchase at the Department of Public Service, 111 N. Front St., Columbus, Ohio 43215 (614) 645-8376, and at the office of the Director of Public Utilities, 910 Dublin Rd., 4th Floor, Columbus, Ohio 43215, (614) 645-6141. **Note that the hard copy edition will not include any revisions (i.e., supplemental specifications) added to the Public Service website after the hard-copy publication date of March, 2018.** It is the CMar’s responsibility to stay current. An electronic version of the current CMS, with revisions, along with the Standard Drawings, can be viewed at the Department of Public Service’s website at:

<https://www.columbus.gov/Templates/Detail.aspx?id=2147502135>

1.4.2 City of Columbus, Safety Design Standards – current version.

1.4.3 The design shall use the current version of all industry specifications at the execution of the Agreement unless otherwise approved or required by the City.

1.5 Requirements:

- 1.5.1 The CMar's and Subconsultants' staff proposed to work on this Project must possess all required Contractor/ construction licensing. In addition, the CMar must have a Contract Compliance number from the City's Office of Diversity and Inclusion. Contract compliance numbers must be obtained prior to the RFSQ response deadline and shall be included in the SOQ submittal.

If the CMar intends to compete to self-perform any construction on the Project, the CMar must also be Construction Prequalified through the City's Office of Construction Prequalification prior to the start of bidding. The City Office of Construction Prequalification requires thirty (30) days to process the prequalification request once submitted to the City.

- 1.5.2 The CMar shall demonstrate previous successful experience in providing pre-construction and construction management services for projects of similar type, scale, and complexity. The Owner prefers recent successful experience with similar public sector projects as being most relevant to the needs of this Project.

1.6 Fee:

- 1.6.1 Do not submit a fee proposal with your response to this RFSQ. A "best-value" fee proposal shall be requested from short-listed CMar firms.

1.7 Agreement:

- 1.7.1 The draft agreement and general conditions will be provided to short-listed CMar firms.

2. **Scope of Services:**

- 2.1 The scope of services for this Project will be defined in the executed Agreement. Submissions for each design phase may be adjusted in coordination with the contracting approach and scope recommended by the CMar. It is anticipated that up to three design releases of completed construction documents may be required for: 1. site development, underground utilities, foundations, structure (option), 2. exterior enclosure/ building core, and 3. all remaining design work for interior construction.

- 2.2 Below is additional information about select topics during the course of the Project.

2.2.3 Sustainable Design:

The City of Columbus is committed to pursuing environmentally sustainable and energy efficient design and construction in all facility projects. The A/R's design shall conform to the most recent IECC at the date of contract execution and the A/R shall consult the City of Columbus Climate Action Plan and City of Columbus Comprehensive Energy Management Plan and strive to ensure energy conservation and demonstrate cost-effective Green Building Practices wherever possible. A formal LEED certification from the U.S. Green Building Council is not anticipated for this project, however, where possible, sustainable practices will be incorporated into all areas of design and construction, while meeting other requirements of this Project.

2.2.4 Site Presence During Construction:

During the Construction Stage, the A/R and appropriate Subconsultant(s) shall be present at the Site as required.

The key on-site CMAr employees included in the CMAr's SOQ response shall be licensed and certified as required, and the City shall have approval over the key employee(s) who are on site performing the required services. These key employees shall be defined in the agreement.

3. CMAr Personnel

3.1 All CMAr personnel associated with this project shall be appropriately licensed based on the roles they are performing.

4. RFSQ Schedule:

Pre-submittal Meeting	Not Applicable
Questions Due:	January 4, 2022 until 12:00 PM
Submittal Due:	January 11th, 2023 until 1:00 PM
CMArs short-listed:	Late January, 2023
CMAr Selected:	Late February, 2022
Scope Meeting:	Late March, 2023
City Council Legislation:	April 2023
Notice to Proceed:	May 2023

Project Phase Durations:

Design	approximately 14-16 months
Construction procurement	4 months, multiple CMAr GMP amendments
Construction	approximately 34 months
Record documents	1 month
Correction period	12 months

5. Pre-Submittal Meeting: No pre-submittal meeting will be held.

6. Submittal Instructions:

6.1 Submittals will be received electronically, via email, by the City until **January 11th, 2023 until 1:00 PM**. Submittals received after this date and time shall be rejected by the City.

Submit Electronically to:

Bonfire Portal - <https://columbus.bonfirehub.com/projects/view/13055>

Subject: **New Municipal Court Building - CMAr**

6.2 Electronic Submittals

6.2.1 Submittals shall be made as a compressed, secure, PDF document. Make sure that the document is printable, but not editable.

6.2.2 The file is **NOT** to be password protected. Password protected submittals will be deemed non-responsive.

6.2.3 While City staff shall review the email "inbox" to confirm that an attachment is included with the email, neither the email nor the attachment to said email will be opened before the deadline for receiving responses to the City's RFSQ. It is the CMAr's responsibility to ensure that an attachment to the CMAr's response to the City's RFSQ is included in Bonfire. If the City does not receive the correct PDF (response to the RFSQ as advertised) the submittal shall be

deemed non-responsive and the CMar shall be notified of the same after the due date/time.

- 6.2.4 Bonfire will show the attachment of documents in the Bonfire portal.
- 6.2.5 The date/time stamp of the Bonfire Portal constitutes the official date/time of receipt of submittal responses and those responses received after the specified deadline contained in the RFSQ are hereby deemed to be non-responsive and will not be considered for selection by the City. **The CMar is solely responsible for ensuring that their submittal response has been successfully transmitted and received by the City before the deadline indicated in the RFSQ..** The City shall notify the CMar of a submittal's rejection.

6.3 Questions

Direct questions to: [Bonfire Portal](#)

No contact is to be made with the City other than through Bonfire with respect to this proposal or its status. The deadline for questions is **January 4, 2022 until 12:00 PM**. Answers to questions received will be posted in Bonfire.

6.4 Submittal Format (only the following format will be accepted)

- 6.4.1 Submittal may not exceed one hundred (100) letter-sized (8.5" x 11") pages of information (e.g. text, graphics, etc.), and shall include the information specified in section 6.6.
- 6.4.2 The submittal shall include the SOQ/ Proposal Signature Form as the front page and shall be signed by a person authorized to obligate the CMar firm(s) and be included as the front page of the CMar SOQ submittal. Failure to include this Form shall render the SOQ submittal nonresponsive. This Form is not counted in the page limit. A cover page, table of contents, letter, etc. will be counted as part of the page limit.

6.5 Submittal Content

- 6.5.1 The CMar shall follow the format described in 6.4. The proposal shall include the SOQ/Proposal Signature Form as the front page, which is not counted in the page limit. A cover page, table of contents, letter, etc. will be counted as part of the page limit. **Submittals significantly exceeding the page limit may be rejected.**
- 6.5.2 Provide information requested below in the order outlined or the submittal may be rejected.
- 6.5.3 SOQ submittals must address each of the subjects in Section 6.6 (starting with 6.6.2) in the order specified below, using the headings provided.
- 6.5.4 If the Firm submitting is a subsidiary of a parent firm and has a separate federal identification number, the SOQ/ Proposal Signature Form shall be in the name of the subsidiary and all information provided in Section 6.6 shall relate to the subsidiary. If the parent firm will provide additional resources to the subsidiary, be sure to list the parent firm as a subconsultant.

6.5.5 Review and complete the following referenced and included ODI documents as follows (when and as required) :

- MBE WBE Policy Special Provisions
- Declaration of Proposed MBE/WBE Utilization and Affidavit of MBE/ WBE Intent to Perform
- Bid Incentive Request Form
- ODI Subcontracting Form
- Request for Approval of Change to Original Schedule of Subcontractors
- Request for Goal Waiver and Documentation of Good Faith Effort

6.6 Evaluation Criteria

Qualifications will be evaluated based on the criteria set forth below and in accordance with Columbus City Code, Section 329.23.B.e.1.

Include the following information in your submission:

6.6.1 Letter of Introduction

Clearly indicate the single contact, mailing address, business, and cellular telephone numbers for this contact. Provide a brief summary which highlights your Firm's particular qualifications and a statement of why your team should be selected for this Project. Indicate the specific nature and relationship of any formal association or joint venture of the Offeror Firm. Have the Qualifications signed by an officer of your Offeror/Firm with the authority to commit the Offeror/ Respondent.

6.6.2 Location of Lead Offeror (CMaR) (Maximum of 10 points)

Provide all of the following information and complete and sign the "Location of Lead Offeror Form". Provide all of the following information:

1. Location of the office where the majority of the proposed CMar off-site staff work will be performed.
2. Failure to complete the "Location of Lead Offeror" form shall result in a score of one (1) point for this section.

6.6.3 Proposed Staff Experience/ Organization Plan (Maximum of 20 Points)

- Staff Availability: Describe the availability of each member of the Offeror's proposed project team and the amount or percent of time each team member is expected to dedicate to the Project.
- Flexibility to Schedule Changes: Describe the ability of the proposed Project team to accommodate changes to the Project's schedule and describe any limitations.

6.6.4 Firm's Experience on Similar Projects (Maximum of 25 Points)

- Provide three (3) references for similar projects that are in progress or were completed within the past five years. References may be from commercial and city, county, or other local governments. The following information is required for each reference:
 - Client name and address.
 - Point of contact (name, title, and telephone number) for contractual/administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the Contracting Officer/Technical Representative).
 - Total dollar value of the contract. If performed as part of a team, provide the dollar value of your firm's portion of the project.
 - Period of contract performance.
 - Description of work performed.
 - Identification of the major teaming partners, subcontractors, or prime contractor and the role played by each.

6.6.5 Firm's Capabilities (Maximum of 15 Points)

- Provide a statement demonstrating your Firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner.
- Explain the Firm's technical capabilities/ approach in the following areas:
 - Cost estimating, scheduling, and constructability reviews.
 - Quality control/ assurance procedures.
- Provide information on the Firm's:
 - Financial Responsibility/ Bonding Capacity
 - Insurance coverage/ Claims History
 - Safety History/ EMR rating
- Subcontracting: Describe your Firm's experience in incorporating outreach, diversity, and inclusion goals for local minority, woman-owned, and socioeconomically disadvantaged (MW/SDB) contractors into similar projects.
 - Include proposed method for documenting and communicating the results of such participation on a regular basis.
- Describe your firm's experience in managing project scope for integrated sustainable design features in the cost estimating and subcontracting process, especially when decisions to include such features are based on life-cycle costs, rather than first cost.

6.6.6 Project Management and Understanding (Maximum of 30 Points)

- Budget Methodology/Cost Control: Define how cost estimates would be established; how value engineering and how other cost controls will be utilized; and how Change Orders and other potential add-costs will be controlled.
- Quality Control Methodology: Discuss specific approaches you would use to ensure desired outcomes are met.
- Schedule Control: Show demonstrated ability to complete similar projects within established schedules. Summarize your Firm's Schedule Control process, as it would apply to this project.
- Draft Project Schedule: Include in your submittal a sample schedule for these services and this project. You may choose your own format. We are specifically looking at your scheduling methodology.

- **Team Approach:** The current Project Team consists of the Owner, Owner Representative, and Municipal Court end-users. It is anticipated that the Construction Manager will be under contract early in the design process. This team will work together in a cooperative and mutually supportive manner. Indicate how your team would approach supporting this Project to meet the “Project’s primary objectives.
- Document concerns, unique challenges and key actions needed for Project success.

Subcontracting Plan

- **Prequalification Plan:** Outline the Offeror’s plan for prequalifying Subcontractors including (1) general and Project-specific prequalification criteria, (2) activities for developing prospective bidders’ interest in the Project, and (3) the Offeror’s Proposer’s evaluation processes. **All of the City’s Prequalification requirements are to be followed.** See the City of Columbus Office of Construction Pre-Qualification website.
- **Packaging Plan and Self-Perform Work:**
 - Describe the Offeror’s strategy for packaging and scheduling bidding and assuring that scope of work of the various subcontractors are coordinated, and all requirements for the project are assigned to the appropriate subcontractor.
 - Describe the Offeror’s strategy to incorporate a Community Benefits Agreement (CBA) into the subcontractor selection.
 - Provide a description of proposed self-performing work on the Project (if any). Offeror’s are advised that self-performed work is subject to City approval and competitive bidding as described in the General Conditions.
- **Design-Assist Strategies:** Describe the Offeror’s plan (if any) for engaging one or more design-assist firms to facilitate the Preconstruction Stage of the Project.
- Describe the Offeror’s experience with achieving diversity and inclusion goals: describe the Firm’s experience in achieving diversity and inclusion goals on similar projects.

Estimating Strategies

- **A/R Collaboration Strategies:** Describe the Offeror’s plan for collaborating with the A/R in connection with the preparation of Project estimates.
- **Design-Assist Collaboration Strategies:** Describe the extent to which the Offeror intends to incorporate design-assist firms into its planned approach to estimating on the Project.
- **Use of Estimating and Market Pricing:** Describe the Offeror’s planned approach to estimating and the use of market pricing to develop estimates and to verify scopes of work on the Project.

Procurement Strategies

- **Buyout Plan:**
 - .1 Describe the Offeror’s ser’s buyout plan for the project.

- .2 Identify any anticipated labor-, materials-, and equipment-procurement difficulties and the Offeror's Plan for addressing those difficulties.
- Long-lead and Bulk-purchase Strategies:
 - .1 Identify any anticipated long-lead items and describe the Offeror's plan for procuring those items within the anticipated Project schedule.
 - .2 Identify any anticipated bulk-purchase opportunities for the Project and describe the Offeror's plan for taking advantage of those opportunities.
- Support of City Objectives: Describe how the Offeror's procurement strategies support the City's identified scope, schedule, budget, and other objectives for the Project.

Value Added Suggestions

- Description: Describe the Offeror's suggestions (if any) related to construction feasibility; time requirements for project completion; and factors related to construction cost, including suggestions for alternative designs, materials, or procurement strategies.
- Benefits: Describe the benefits to the City of each suggested alternate.

Schedule and Communication Portal.

- Baseline Schedule: Provide a detailed schedule which clearly identifies the manner in which the Offeror proposes to sequence the work and complete it within the Project's schedule requirements.
- Schedule Enhancements:
 - .1 Describe the Offeror's proposed schedule enhancements (if any) for alternative approaches to the baseline project schedule. For each proposed schedule enhancements or other suggestions, identify all anticipated effects on the Project's scope, cost, and other Project participants and all associated assumptions.
 - .2 Provide a detailed schedule, which clearly identifies the incorporation of the proposed schedule enhancements or other suggestions into the baseline schedule.
- Phasing/Procurement Activities: Identify all phasing/procurement activities and the manner in which the Offeror proposes to sequence phasing and procurement activities in order to complete the work within the Project's schedule requirements.
- Milestones/Activities:
 - .1 Identify all significant milestones and activities in the baseline and any alternative schedule(s), including but not limited to, milestones identified in this RFSQ.
 - .2 Describe the significance and other important characteristics of the milestones and major activities identified in the proposed baseline and alternate schedule(s).
- Communication Portal:
 - .1 Identify the electronic/web-based tool or portal that the Offeror intends to provide for both the Pre-construction stage and the construction stage to allow the Offeror City, A/R, and Owner/ OR to store, review, and revise submitted documents from any and all persons involved with the project.

- .2 Describe how the proposed tool or portal will facilitate communications about such documents and the project among the Proposer, City, A/E, OR, subcontractors, and other persons involved with the project.

Site Logistics, Safety, and Phasing Plans.

- Site Logistics Plan: Provide an outline or diagram (or both) of the Offeror's anticipated site logistics plan.
- Safety Plan: Provide an outline of the Offeror's anticipated site safety plan.
 - .1 Provide a copy of the Offeror's infectious disease preparedness and emergency response plan.
- Diagrammatic Project Phasing Plan: Provide a diagrammatic Project phasing plan.

Quality Assurance/Quality Control ("QA/QC") Plan.

- Preconstruction Stage: Provide the Offeror's QA/QC plan for preconstruction stage of the Project.
- Estimating and Scheduling: Provide the Offeror's QA/QC plan for estimating and scheduling on the Project.
- Construction Stage: Provide the Offeror's QA/QC plan for the construction stage of the Project.

Unique Challenges and Solutions.

- Project/Scope Characteristics: Describe any Offeror-identified challenges that are unique to the Project and its anticipated scope and provide suggested solutions to the identified challenges.
- Budget/Schedule Characteristics: Describe any Offeror-identified challenges that are unique to the Project's budget and schedule characteristics and provide suggested solutions to the identified challenges.

Additional Considerations.

- Concisely identify any additional considerations the Offeror believes are relevant to the Project. The Evaluation Committee will not review or consider copies of general marketing materials, web-site printouts, or any other information not specific to the Project.

7. Selection Process:

Per City Code Section 329.23(B), once the selection process is completed, the selected CMar will be contacted by the Office of Construction Management to participate in a meeting to finalize the agreement. The Department of Finance and Management will submit a legislative request to Columbus City Council, pursuant to the execution of the contract with the selected CMar.

The City shall not change the recommendation of the Evaluation Committee or prevent the award of contract for a best value selection unless the City, upon reviewing the selection, discovers that one or more of the following exists:

1. The contract cannot be awarded under ORC 9.24 because the CMAr firm has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;
2. The recommended CMAr firm is debarred under ORC 153.02;
3. The recommended CMAr firm has been found by a court to be in default of a judgment or breach of settlement agreement;
4. The recommended CMAr firm has violated ORC 3517.13 by exceeding allowable campaign contributions;
5. A correction of a clerical error made by the Selection Coordinator or Evaluation Committee changes the result of a selection;
6. A conflict of interest exists between the Evaluation Committee members and proposing CMAr firms.