



# Request for Qualifications

**Architectural & Design Services**

**Issue Date: July 26, 2021**

**RFQ Number: 2021-113A**

**Issued by:**

City of Broadview Heights  
9543 Broadview Road  
Broadview Hts., OH 44147

**Deadline for Submittal**

August 30, 2021  
No later than 2:00 PM EST

## REQUEST FOR QUALIFICATIONS

The City of Broadview Heights 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 RFQ# 2021-113A

Sealed Statements of Qualifications (“SOQ”) submittals will be received at the Mayor’s office, desk of Lisa Putka, 9453 Broadview Road, Broadview Heights Ohio, 44147 no later than 2:00 PM EST on August 30, 2021. Any SOQs arriving after 2:00 PM 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 SOQ.**

## **Qualifications**

The City of Broadview Heights (City) seeks to establish a prequalified listing of architectural design firms that will be available to provide design services for a Fire Station and Headquarters. Qualified firms will be ranked per project at the time when the City is ready to begin the project. Projects may be added or deleted at the City's discretion. The City will assume that each firm submitting its qualifications in response to this RFQ is interested in all aspects of the scope of this RFQ.

This request seeks qualifications from qualified professional design firms, as provided by Ohio Revised Code §153.68. Any firm selected to be included on the prequalified list must update its qualifications annually to remain on the list.

The new facility components that would comprise the Project include:

1. Approximate Size: 27,500 GSF (Fire Station)
2. Apparatus Bays: Estimated 6 Bays / Double Depth and 1 Equipment Bay, Training/Hose Tower and Mezzanine
3. Bunking – Approximately 10 Bunk Rooms
4. Equipment Storage and related spaces
5. Administrative Offices for Department and related Fire Support Services
6. Fire Fighter / EMS Support Rooms and Spaces
7. Training / Community Room

## **Team Relationships**

As noted, the City seeks to assemble the most qualified firms in order to design a new Fire Station and Headquarters. This request will result in the selection of design firms that will create facilities that provide for the needs of the fire department and the community and reflect the Fire Department's purpose: ***"to serve the citizens who either live or visit within our city limits."***

The design firm selected will work closely with the other professionals as a dedicated project team. It is the City's intention to design a creative structure to fit the needs of the fire department and the citizens of Broadview Heights, while addressing the opportunity to organize the station to fit the way the city operates, enhance our operations and improve efficiency.

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:

1. Provide experience in and knowledge of the local building code, including all applicable rules and regulations of the city of Broadview Heights, Cuyahoga County and the State of Ohio that will apply to the design and construction of the building.
2. Prepare the construction documents for a project, including providing the professional seal required by Ohio law.
3. Provide construction administration services.
4. Provide post-construction support.
5. Additional items that require a local presence, as needed.

Local firms and firms with fire station experience will be given priority.

The City 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.

The City reserves the right to contract with and add a supplemental fire station design architect/engineer/consultant to this project.

### **Scope of Service**

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

1. Evaluate, assist in the revision of, and interpret the Fire Department Administrative staff's vision of design.
2. Site Planning
3. Utility Design and Coordination
4. Architectural Design
5. Structural Engineering
6. Mechanical, Electrical and Plumbing (MEP) Design
7. Fire Protection
8. Interior Design, including furniture selection (unless performed by a separate firm chosen by the City)
9. Landscape Design
10. Lighting Design
11. Communication/Data Systems
12. Zoning and Architectural Review Board
13. Zoning Analysis and Approval, as required

14. Building Code/ADA Consulting
15. Security Systems Design
16. Cost Estimates

### **Project and Location**

Below is a brief scope of the project and location.

1. New fire station and headquarters for the City of Broadview Heights Fire Department.
2. The station will be located on the city property at 9453 Broadview Road.
3. The station will be the headquarters for the Broadview Heights Fire Department.
4. The station will be the living quarters for the Broadview Heights Firefighters.
5. The station will be sufficient to house and maintain the equipment of the Broadview Heights Fire Department.
6. The station will contain a training room / community center.
7. The station will be designed to support firefighter health and safety.
8. The station will be designed to support energy efficiency and environmentally friendly.
9. The estimated cost is 10 to 11 million U.S. dollars.

### **Submittal Requirements**

To facilitate comparison of SOQs, each page of the SOQ should state the name of the firm, the RFQ number (RFQ# 2021-113A), 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 physical design of the Fire Station and Headquarters and how the firm will incorporate City's design guidelines into the project.
- 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 this project from beginning to end and the specific role that they will play. Include a brief description of certifications, skills and abilities of each team member.
- 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 fire station 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

Broadview Heights, Cuyahoga County and the State of Ohio.

- G. Provide a portfolio and/or digital resume (or a link) of the proposed team's most innovative work. We are not interested in general projects by the firm as a whole, only projects that the proposed team worked on.
- H. Describe the firm's approach and methodology related to progress meetings and presentations to the City'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 fire station.
- 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 years the firm has been suspended from submitting proposals for or entering into any government contract.
- L. Proposed Modification to Agreement Terms – The "Terms and Conditions" for all projects pursuant to this RFQ are attached hereto. If your firm would like to propose any modification to these terms, firms must identify those terms and submit your proposed modified language in detail in your statement of qualifications in a section clearly titled "Proposed Modification to Terms and Conditions". Failure to do so shall be deemed to be a waiver of the right to negotiate the terms. Modifications may be accepted in the Owner's sole discretion and may be taken in to account by Owner when ranking the most-qualified firms. The Owner reserves the right to modify the form of Terms and Conditions as well as any terms.

### **Diversity**

Because the City of Broadview Heights serves a diverse northern Ohio population, the City has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide the City with a diverse professional staff representative of the northern Ohio region in which they will be working and of the citizens that the City serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

**Equal Employment Opportunity/Nondiscrimination.** The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

**Ethics Laws.** The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

### **Evaluation of Qualifications**

The City's evaluation team, consisting of selected members of various work units, will evaluate responses received to the RFQ and select firms to be included on our pre-qualified list.

Specific criteria that will be considered during the evaluation include:

1. Evidence of design and technical excellence/innovation
2. Consistency with the goals and vision of the City
3. Team qualifications, references and demonstrated capacity to implement and complete
4. Quality of the proposal, including adherence to instructions
5. Ability to work as a team
6. Presentation skills
7. Local building code expertise
8. Fire Station building design experience
9. References
10. Proposed modifications to the Terms and Conditions

The firm(s) selected for the project will be the firm 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 City 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 City's selection team determines that the firm is not qualified to provide design services.

## **Selection Process**

1. RFQ documents and any amendments will be made available on the RFQ page of the Fire Department website at [City of Broadview Heights / Government / Departments / Fire & EMS / RFQ - Fire](#)
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 project. Finalist may be required to meet in person, in Broadview Heights, Ohio, or via Video Conferencing 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.
4. All qualified firms, including both those selected and not selected for any project, will remain on the prequalified list of architectural & engineering firms capable of providing services during the term identified in this RFQ. Any firm selected to be included on the prequalified list must update its qualifications annually to remain on the list.

## **PROJECTED TIMELINE**

The projected timeline for this RFQ process is provided below. The City may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFQ/Inquiry Period Begins	July 26, 2021
Inquiry Period Ends	Seven (7) days prior to Due Date
Final Response to Firms Questions	Five (5) days prior to Due Date
Due Date	August 30, 2021 at 2:00 PM
Short-Listed Firms Notified	TBD
Finalist Interviews (if needed)	TBD
Selection of Successful Firms	TBD

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

**ARCHITECTURAL & DESIGN SERVICES  
RFQ# 2021-113A**

**One (1) original, completed and signed in blue ink, and three (3) copies, and an electronic submission on a USB flash drive are required.**

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

**SOQs must be submitted to:**

City of Broadview Heights Fire Station  
Attn: Lisa Putka  
9543 Broadview Road  
Broadview Heights, OH 44147

The City will return unopened any SOQs that are received after the deadline.

**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 City's requirements. If there are questions concerning the contents of this document, the City is willing to provide responses in as timely a manner as possible.

**Submit all questions and inquires via e-mail to:**

Jeffrey J. Hajek, Chief of Fire  
Email address: [jhajek@bhfd.org](mailto:jhajek@bhfd.org)

## City of Broadview Heights

### Standard Contract Terms and Conditions

#### Contract Components, Entirety, Changes Interpretation

**Contract Components:** This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid City of Broadview Heights (City) purchase orders or other ordering documents (together referred to as the "Contract").

**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 SOW submitted to the City in response to a request (referred to as the Contractor in these Terms and Conditions) and the City of Broadview Heights (City).

**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:** The City will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of the City. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

#### Standard Invoice and Payment

**Invoice:** The Contractor shall submit invoices to [jhajak@bhfd.org](mailto:jhajak@bhfd.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 Contractor noting the areas of discrepancy.

**Payment:** In consideration for the Contractor's performance, the City will pay the Contractor at the rate specified in the contract. Payments will be made by electronic funds transfer (EFT). For all transactions, the Contractor must have a valid W 9 form on file with the Finance Department.

The completed form should be mailed to: Finance Department, 9543 Broadview Road, Broadview Heights, Ohio 44147

**Payment Due Date:** The City will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.

**Taxes:** The City of Broadview Heights is exempt for all federal, state and local taxes.

**Term of Contract:** This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of the City by the Fiscal Officer, 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:** This contract may be renewed solely at the discretion of the City for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

### **Delivery**

**F.O. B. The Place of Destination:** The Contractor must provide the 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 unless otherwise stated.

**Time of Delivery:** If the Contractor is not able to deliver the supplies or services on the date and time specified by the City ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, the City may obtain any remedy provided below or any other remedy at law.

**Minimum Orders-Transportation Charges:** For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the City the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse the City shall be considered a default.

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

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

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if the City determines that the performance of the contract is substantially endangered through no fault of the City, the City may cancel this Contract by written notice to the Contractor.

- B. Cancellation by Unremedied Default: If a Contractor's default may be cured with a reasonable time, the City will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, the City may cancel this Contract by providing written notice to the Contractor. If the City does not give timely notice of default to Contractor, the City has not waived any of its rights or remedies concerning the default.
- C. Cancellation by Persistent Default: The City may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After the City has notified Contractor of its third default, the City may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth Time. The City shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: The City may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by the City. To the extent permitted by law, the City may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

**Contract Termination:** The City may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

**Remedies for Default:**

- A. Actual Damages. The Contractor is liable to the City for all actual and direct damages caused by the Contractor's default. The City may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and the City may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. Deduction of Damages for Contract Price. the City may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after the City has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If the City or Contractor 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.

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

**Indemnification:** Contractor will indemnify the City, its employees, 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 Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

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

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

**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 Cuyahoga 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 Contractor 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 Contractor, and any agent of the Contractor, 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 Finance Department within seven (7) calendar days after notification by the City of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the City Finance Director 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 Finance Director. Failure of the Contractor 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 the City property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on the City 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:** 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 the City 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 Contractor 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 Contractor's commercial general liability insurance shall be primary over any other coverage. The Finance Director reserves the right to approve all policy deductibles and levels of self-insurance retention.

**Contract Compliance:** The City will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If the City observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the City will notify the Finance Director in order to resolve the issues. These terms and conditions will be used by the Finance Director 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 Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

#### **ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Broadview Heights, Ohio local times.
3. *The City is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by the City.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with the City prior to the City issuing payment for services provided by Contractor. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Mayor's Office, at 9543 Broadview Road, Broadview Heights Ohio, 44147 or email: [Lisa Putka](#).