



**CITY OF FAIRLAWN**

**Request for Qualifications**  
**for**  
**Summit County Criminal Justice Technology Project**

**Dated: August 18, 2020**

**Response Due Date and Time:**  
**Tuesday, September 1, 2020**  
**9:00 AM EDT**

**Submit Statement of Qualifications and All Supporting  
Materials by e-mail to [statene@fairlawn.us](mailto:statene@fairlawn.us)**



## TABLE OF CONTENTS

	<u>Page</u>
<b>SECTION I:           RESPONSE CERTIFICATION FORM</b>	<b>1</b>
<b>SECTION II:           GENERAL INFORMATION</b>	<b>2</b>
Introduction	
Deadline	
Point of Contact	
Addenda and Modifications	
Compliance with RFQ Requirements	
<b>SECTION III:           SCOPE OF SERVICES</b>	<b>4</b>
Design and Engineering Services	
Construction, Testing, and Restoration Services	
Project Schedule	
<b>SECTION IV:           EVALUATION PROCESS</b>	<b>14</b>
Evaluation Committee	
Evaluation Criteria	
Contract Negotiations	
<b>SECTION V:           REQUIRED CONTENT FOR RESPONSES TO RFQ</b>	<b>17</b>
<b>SECTION VI:           ADDITIONAL TERMS AND CONDITIONS</b>	<b>22</b>
<b>SECTION VII:          EXHIBITS</b>	<b>27</b>



**I. RESPONSE CERTIFICATION FORM**

***This page, signed by an officer of the responding firm or a designated agent empowered to bind that entity in a contract with the City of Fairlawn, should accompany the Statement of Qualifications that has been submitted for consideration.***

I, the undersigned, having carefully examined the Request for Qualifications (“RFQ”) issued by the City of Fairlawn for the Summit County Criminal Justice Technology Project, hereby certify that the following Statement of Qualifications and all supporting materials submitted herewith, are complete, and that 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 Respondent named below.

I further acknowledge that by signing this form I am representing that the Respondent is ready, able, and willing to enter into a contract with the City of Fairlawn for the purpose of performing the design and construction services set forth in the RFQ subject to the terms and conditions of the RFQ and based upon the understanding that the scope and compensation provisions will be negotiated and included in the final contract.

By my signature below, I attest that I understand and agree to the terms, conditions and requirements set forth in the RFQ.

**RESPONDENT INFORMATION:**

Company Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## II. GENERAL INFORMATION

### INTRODUCTION:

- This Request for Qualifications (“RFQ”) has been issued by the City of Fairlawn, Ohio (“Fairlawn”) pursuant to Ohio Revised Code 153.65 to 153.72 for the purposes of announcing and soliciting qualified design-build firms who may be interested in performing services relating to the design and construction of an underground fiber-optic network to connect the Summit County Jail with various courthouses, buildings, and offices as part of the Summit County Criminal Justice Technology Project (the “Project”). The Project completion date is **December 30, 2020**.
- The Project will be funded through a grant provided by Summit County under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act. In accordance with the CARES Act, the Project will seek to address operational issues arising from the COVID-19 public health crisis by providing for improved and secure communications, video arrangements, and other remote communications.
- The scope of the Project will include the design and construction of an underground fiber network of approximately twenty (20) miles of 864 strand fiber that will connect the addresses listed below with a fiber hub in the Ohio Building located at 175 S. Main Street, Akron Ohio, and a transport fiber-optic cable that runs to the FairlawnGig data center located at 3300 Fairlawn Service Drive, Fairlawn, Ohio (the “Network”). As part of the design and construction of the Network, fiber, conduit, and other structures will be installed within the public right-of-way and on the properties identified in the plans and specifications set forth in Exhibit A to this RFQ (“Conceptual Plans”) that were prepared by the Environmental Design Group, which has been retained by Fairlawn to serve as the Criteria Engineer for this Project (the “Criteria Engineer”). The Design-Build cost estimate for this Project is **2.5 million to 3.0 million dollars**.

### DEADLINE:

- Any qualified design-build firms and other interested parties who would like to be considered for this proposed design-build contract (hereinafter referred to as “Respondent”) should timely respond to this RFQ by submitting a Statement of Qualifications and all supporting materials to the City of Fairlawn on or before **Tuesday, September 1<sup>st</sup>, 2020, at 9:00 AM EDT**. Proposals shall be submitted, by e-mail, as a PDF document and e-mailed to **statene@fairlawn.us**.
- A hard copy is not required, but can be delivered to the Fairlawn Department of Public Service located at 3300 Fairlawn Service Dr., Fairlawn, Ohio, 44333, between the hours of 8AM -4PM EST prior to deadline. Hard copies must be hand delivered and received by **Tuesday, September 1<sup>st</sup>, 2020, at 9:00 AM EDT**.



**POINT OF CONTACT:**

- All questions or inquiries regarding this Project or this RFQ shall be sent, by e-mail to Ernie Staten, the Fairlawn Deputy Director of Public Service, at [statene@fairlawn.us](mailto:statene@fairlawn.us). Fairlawn will not be responsible for any verbal communications by or between any employee or agent of Fairlawn and any potential Respondent.
- Any questions regarding this Project or the RFQ shall be submitted no later than **Wednesday, August 26, 2020, at 4:00 PM EDT**. Responses to all questions that are timely received will be posted at <https://www.FairlawnGig.net>, on or before August 28, 2020.

**ADDENDA AND MODIFICATIONS OF RFQ:**

If it becomes necessary to change the RFQ or the RFQ process and/or to clarify, interpret, or expand upon any part of this RFQ, a notification will be posted on FairlawnGig's website, <https://www.FairlawnGig.net>, along with a link to download the addendum document. Fairlawn does not assume responsibility for the receipt or delivery of any notices or addenda that may be posted on FairlawnGig's website. All Respondents shall be deemed to have notice of any and all information posted on FairlawnGig's website, <https://www.FairlawnGig.net>.

All addenda, amendments, clarifications, and interpretations to this RFQ shall be in writing and shall be posted on Fairlawn's RFQ website, <https://www.FairlawnGig.net>. Any clarification, amendment, or interpretation of this RFQ that is not in writing is not legally binding and should not be relied upon in responding to this RFQ. Any information that is not posted on Fairlawn's RFQ website that may have been received before or after receipt of this RFQ from any officers, employees, attorneys, agents, consultants, or representatives of Fairlawn, and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFQ should not be relied upon in preparing responses.

**COMPLIANCE WITH RFQ REQUIREMENTS:**

Any response to this Request for Qualifications shall be subject to the terms and conditions set forth herein and shall comply with instructions set forth herein. Each Respondent will carefully examine all RFQ documents and addenda and thoroughly familiarize themselves with all requirements prior to submitting a Statement of Qualifications. Before submitting a Statement of Qualifications, each Respondent will be responsible for making all investigations and examinations necessary to ascertain conditions affecting the requirements of this RFQ.

Fairlawn reserves the right to reject any and all responses, at any time and for any reason or for no reason, and to reject any responses that do not meet the requirements of the RFQ or any exhibits or addenda to the RFQ. Failure to follow the instructions detailed in the RFQ may disqualify your submission, but Fairlawn reserves the right to waive any informalities or irregularities in the RFQ process or in any responses to the RFQ.



### **III. SCOPE OF SERVICES**

The proposed Design-Build Contract shall require the selected Respondent (the "Contractor") to perform the following design, engineering, construction, testing, and restoration services in accordance with the terms conditions of this RFQ, the Exhibits to this RFQ, and any Addendum or other information posted on FairlawnGig's website, <https://www.FairlawnGig.net>.

#### **DESIGN AND ENGINEERING SERVICES**

- Prior to the commencement of construction, the selected Contractor will be required to prepare and provide all design, engineering, and construction plans, details, line drawings, specifications for permitting in accordance with the example of a telecommunications plan set forth in Exhibit E to this RFQ.
- The Contractor also will be required to provide final As-Built drawings to Fairlawn that includes fiber mapping, intermediate connections, and OTDR traces.
- The Contractor will comply with all applicable federal, state, and local laws, codes, rules, regulations, and permitting requirements for the Project, and shall be required to obtain all required permits and pay all required permitting fees.

#### **CONSTRUCTION, TESTING, AND RESTORATION SERVICES**

##### **General**

- The Contractor shall furnish all labor, supervision, subcontractors, construction equipment, transportation, licenses, safety supplies, maintenance of traffic equipment, pedestrian barriers, and construction materials.
- The Contractor's work shall include furnishing and installing all materials including new cable, splicing, termination, connectors, structures, trenching, restoration, and testing.
- Contractor shall obtain all necessary governmental and rights-of-way approvals to complete the Project.
- During construction, the Contractor shall conform to industry best practices, project specifications, and manufacturer installation requirements.
- A full-time superintendent is required during the entire duration of the Project.
- Contractor shall keep all materials and the work areas clean including utilizing dust caps, not touch ends of connectors, and other best practices.
- Contractor shall be responsible to store all project materials and inventory any materials provided by Fairlawn for quantities and damage.
- Any required support structures will be the responsibility of the Contractor to furnish and install.
- Any new penetration through fire rated assembly will need fire stopping in accordance with the regulations and requirements of the local authority having jurisdiction.



- Ground all applicable termination boxes and or any other applicable conductive equipment.
- All buried fiber-optic cable and conduit should follow the City of Fairlawn’s specifications for depth, bedding, and compaction. (See Exhibit F).
- Contractor should review and follow the manufacturer installation recommendations on all materials provided on this Project. Pulling tension of cable should be reviewed prior to installation.
- Best practices for installing cable should always be followed including not extending the cables bend radius, avoiding twisting cable, supporting cable properly etc.
- Splice enclosures are to be utilized per manufacturer recommendations. (See Exhibit G).
- Splice performance shall be within industry standard limits. Splice loss verification is required. (See Exhibit G).
- Contractor must comply with City of Akron’s construction specifications for restoration work. A copy of Akron’s construction specifications are included in Exhibit A to this RFQ.
- All fiber installed must comply with the City of Fairlawn’s specifications (See Exhibit F).

**Description of Network:** The Network should provide a fiber-optic connection to each of the customers set forth below. Each customer will require a 24 strand single-mode indoor/outdoor fiber-optic cable. The Respondent will be responsible to plan out the installation for each customer location and install the cable to best accommodate the existing conditions. Generic minimal termination requirements have also been added to the chart.

	<b>BUILDING:(TERMINATION LOCATION)</b>	<b>ADDRESS</b>	<b>GENERAL NOTES</b>	<b>TERMINATION NOTES</b>
<b>START</b>	Ohio Building	175 S Main St.	Start Project	Fairlawn will be installing new cabinets in this datacenter. New cabinets will be used for the terminations. No issues with access, existing fiber path.
	Summit & Medina Workforce Area	191 S Main St.	Same complex, routes directly from Ohio building datacenter	Path TBD in-building.



	<b>BUILDING:(TERMINATION LOCATION)</b>	<b>ADDRESS</b>	<b>GENERAL NOTES</b>	<b>TERMINATION NOTES</b>
	Akron Police Dept	217 S High St.	Existing fiber at dispatch	City of Akron to provide access is existing duct; Route TBD.
	Summit County Sheriff's Office	53 University Ave.	Multiple location on map	Same building as Akron Police.
	Summit County Courthouse	209 S High St.	Need to improve route from old courthouse -> annex -> new building with new SM fiber	DEMARC for all 3 county buildings is in new building here.
	Summit County Clerk's Office	205 S High St.	New building, needs route to north ring / north Ohio Building path.	Server room in basement is shared by 3 parties. Needs terminated in each.
	Ninth District Court of Appeals	121 S. Main St.		
	Akron Bar Association	57 S Broadway St.	Spectrum existing fiber	2nd floor telecom room / south side of building.
	Medical Examiner's Office	85 N Summit St.	Unknown	Unknown
	Specialty Court	154 Furnace St.	New building, On poles for 6 spans -> Furnace / underpass underground lateral	Second floor telecom room. Existing utilities on south side of building.
Intersection	Howard & RR Crossing	163-165 N. Howard St.	Route TBD	N/A



	<b>BUILDING:(TERMINATION LOCATION)</b>	<b>ADDRESS</b>	<b>GENERAL NOTES</b>	<b>TERMINATION NOTES</b>
	Community Alternative Sentencing Center	40 E. Glenwood Ave.	Existing multimode fiber needs replaced with SM fiber back to GLENWOOD Common DEMARC	Rack mount termination tray, same as all Oriana House buildings.
	Corizon Health Consultant	55 E. Glenwood Ave.	Existing multimode fiber needs replaced with SM fiber back to GLENWOOD Common DEMARC	Rack mount termination tray, same as all Oriana House buildings.
Intersection	Tallmadge & R-8 Crossing	401 OH-261	Route TBD	N/A
	Summit County Juvenile Court	650 Dan St.	2 x 4 inch ducts located heading outside used by Spectrum.	DEMARC needs extended into basement telecom room. Do not terminate in boiler room.
Intersection	Forge & RR	237-447 N Forge St.	Route TBD; alternate route down Arlington possible.	N/A
	Oriana House Inc.	885 E. Butchel Ave.	Fiber route on poles from main treet existing from Everstream	First floor server room
Intersection	Exchange & R-8 Crossing	E. Exchange & OH-8	Route TBD	
Intersection	Brown & I-77/76	715-701 Bown St.	Route TBD; Alternative route possible	



	<b>BUILDING:(TERMINATION LOCATION)</b>	<b>ADDRESS</b>	<b>GENERAL NOTES</b>	<b>TERMINATION NOTES</b>
Intersection	Alternate & I-77 Crossing	Grant St. & I77/76	Route TBD	
	Summit County Jail	205 E. Crosier St.		Second floor MDF closet, rack mount with Aruba core switches.
	Summit County Community Correctional Facility	264 E. Crosier St.	IT person says Everstream duct is full, might need to enter from Grant St.	Adjacent to existing fiber demarc for Everstream
	Electronic Monitoring	921 Sherman St.		Adjacent to existing fiber demarc for Everstream
	Cliff Skeen CBCF	941 Sherman St.	Building behind Electronic Monitoring, same lateral.	Rack mount termination tray, same as all Oriana House buildings.
	Residential Corential Center (RCC)	222 Power St.	Aerial lateral up cross / grant.	Adjacent to existing fiber demarc for Everstream
Intersection	Exchange & R-53	Exchange & R-53	Route TBD	
	Pre-Trial Services OHNRS	750 W. Market St.	Underground utilities in area, large ducts out to street vault.	Adjacent to existing fiber demarc for Everstream
	Fairlawn Gig Network	1889 W. Market St.	Switch to Fairlawn duct system at Frank / W. Market. Use Akron duct under railroad.	
<b>FINISH</b>	Fairlawn Gig Datacenter	3300 Fairlawn Service Dr.	On-site support available	New relay rack installed for new fiber to Akron



\*Chart included for reference only. Respondents shall be responsible to perform their own field visits and any layout work per existing conditions and discussions with Fairlawn or onsite management.

\*\*The Contractor should anticipate utilizing the existing Akron infrastructure/conduit at intersections for purpose of responding to this RFQ only. Fairlawn and Akron have not yet finalized any agreements relating to the use of Akron-owned structures or conduit at any particular intersection.

**Materials:**

- Approved material and product information have been included in this packet as Exhibit D. All materials must be approved prior to installation. Materials should be similar or approved as equal.
- The Contractor is responsible to review the materials that Fairlawn has previously ordered and or has put on hold for the Contractor to procure. The Contractor is ultimately responsible for quantity totals and any additional material required is the responsibility of the contractor. Only materials called out as Owner-Furnished with corresponding back-up quotations are guaranteed as owner furnished.
- All fiber-optic infrastructure materials and installation must meet applicable industry standards including but not limited to the following:
  - EIA/TIA
  - IEEE
  - ICEA
  - ASTM
  - UL
  - NEC
  - NESC
- Owner-Furnished: The following materials have been procured by Fairlawn and are to be installed by the Contractor. (Please see Exhibit B)
  - Tracer Wire – (reference Novalight quotation)
  - Termination Boxes – Telcom Specialties – Wall Mounted Fiber-optic Panel (WM1)
  - Mule Tape (reference Apex Electric Supply Co. Inc.)
  - Splice Cases- Corning – SCF-6C28-01-144
  - Duct Seal- RectorSeal



- **Contractor-Furnished (on hold at vendors):** Contractor shall furnish and install the following materials and or approved equals: (Please see Exhibit C)
  - Cable, Fiber-optic 864-Fiber SST - UltraRibbon – For project convenience this material is on hold at NovaLight Telcom Supply. (reference Novalight quotation)
  - Vaults, Quazite - For project convenience this material is on hold at Chapman Electric Supply Inc. (reference Chapman Electric Supply Inc. quotation)
- **Other Materials:** All other materials required for the Project and not specifically called out as Owner-Furnished or Contractor-Furnished are the responsibility of the Contractor to provide.
- The following chart outlines the estimated quantities of materials of cable for the Project. These quantities are for reference only. The Contractor is responsible to perform their own quantity takeoffs.

<b>QUANTITY TAKE OFF DISTANCES FOLLOW THE PROPOSED FIBER ROUTE</b>				
<b>Start Address</b>	<b>END ADDRESS</b>	<b>NEW FIBER (864 COUNT) (FT)</b>	<b>NEW FIBER (24 COUNT) (FT)</b>	<b>NOTES</b>
175 S. Main St.	S. High St. & Perkins St. Intersection	2799.6		
121 S. Main St.	9th District Court Edge of Building		211.36	
S. High St. & E. Market St. Intersection	Akron Bar Association		964.59	
S. High St. & Perkins St. Intersection	85 N Summit St.		918.05	
S. High St. & Perkins St. Intersection	N. Howard St. & Glenwood Ave. Intersection	3555.24		
N. Howard St. & Furnace St.	154 Furnace St.		1674.93	
N. Howard St. & Glenwood Ave. Intersection	E. Tallmadge Ave. & Dan St. Intersection	7110.12		



<b>QUANTITY TAKE OFF DISTANCES FOLLOW THE PROPOSED FIBER ROUTE</b>				
<b>Start Address</b>	<b>END ADDRESS</b>	<b>NEW FIBER (864 COUNT) (FT)</b>	<b>NEW FIBER (24 COUNT) (FT)</b>	<b>NOTES</b>
47 E. Glenwood Ave.	47 E. Glenwood Edge of Building		142.06	
65 E. Glenwood Ave.	55 E. Glenwood Ave.		498.53	Glenwood Jail Block Campus
211 E. Glenwood Ave.	211 E. Glenwood Ave. Edge of Building		42.37	
E. Tallmadge Ave. & Dan St. Intersection	N. Arlington St. & N. Forge St. Intersection	7303.46		
650 Dan St.	650 Dan St. Edge of Building		37.77	
N. Arlington St. & N. Forge St. Intersection	N. Arlington St. & E. Market St. Intersection	7272.5		
N. Arlington St. & E. Market St. Intersection	885 E. Butchel Ave.		1624.46	
N. Arlington St. & E. Market St. Intersection	E. Thorton St. & Bellows St. Intersection	9940.11		
E. Thorton St. & Grant St. Intersection	E. Crosier & Sherman St. Intersection	3445.5		
470 Grant St.	470 Grant St. Edge of Building		198.4	
E. South & Bellows St. Intersection	150 E. South St. Edge of Building		944.27	
264 E. Crosier St.	264 E. Crosier St. Edge of Building		156.6	
E. Crosier & Sherman St. Intersection	921 Sherman St. Edge of Building		966.27	
921 Sherman St.	941 Sherman St. Edge of Building		94.46	
E. Thorton St. & Grant St. Intersection	S. High St. & E. Exchange St. Intersection	4714.93		
S. High St. & E. Exchange St. Intersection	175 S. Main St.	1795.32		



<b>QUANTITY TAKE OFF DISTANCES FOLLOW THE PROPOSED FIBER ROUTE</b>				
<b>Start Address</b>	<b>END ADDRESS</b>	<b>NEW FIBER (864 COUNT) (FT)</b>	<b>NEW FIBER (24 COUNT) (FT)</b>	<b>NOTES</b>
S. High St. & E. Exchange St. Intersection	1894 W. Market St.	24777.54		Transition from new cable to new cable in existing conduit.
S. High St. & University Ave. Intersection	S. High St. & E. Bowery St. Intersection		1910.31	County Building Block - New 24 count in existing conduit.
1894 W. Market St.	3300 Fairlawn Service Dr.	17260.52		New cable in existing conduit to Fairlawn Gig Datacenter
10% Allowance for slack loops, server rooms, elevation changes - etc.		8997.48	1038.44	
<b>TOTAL LINEAR FEET</b>		98972.32	11422.87	
<b>TOTAL MILES</b>		18.74	2.16	

**Testing:**

- Fiber-optic installation and testing tools shall be operated only by trained and certified personnel. Fiber-optic installation and testing tools shall be maintained and calibrated in accordance with the tool manufacturers recommendations. Provide tool manufacturer certified calibration documentation prior to project start.
- Fiber-optic testers include tools and equipment to perform inspection, cleaning, trouble shooting, verification and advanced OTDR testers.
- Certification of the new fiber-optic cabling per IEEE, TIA/EIA or ISO/ IEC standards is required.
- Tier 1 certification performed with a power meter and light source or optical loss test is required throughout the Project.
- Tier 2 fiber-optic cabling certification performed on an OTDR is required on this project is required throughout the Project.



**Pre-Construction Deliverables:**

- Business license
- Certificate of Insurance
- W-9 tax form
- Performance Bond
- Payment Bond
- Subcontractor List
- Submittal Log
- Site Specific Safety Plan
- Emergency Contact List

**Project Management:**

- The Contractor shall be solely responsible to manage the Project from design – through permitting – construction – testing –and ultimately project turnover. A dedicated project manager will be required to attend a weekly progress meetings throughout the duration of the Project. The project manager will be required to submit an updated schedule at every progress meeting.

**Restoration Plan:**

- The Contractor will be required to perform ongoing restoration to work areas and any damage, disturbance to the existing structures, sidewalks, streets, rite of ways, fields, etc. The restoration work is required to begin within five (5) days of all new work that has been successfully tested. All restoration work is to bring the affected area to like new or better conditions. Contractors should include provisions for winter work and means and methods that will allow long term corrections irrespective of weather.

**Winter Conditions:**

- The Contractor will need to include winter conditions as an allowance to the Project. The Contractor should anticipate increased fuel, labor and materials to complete the scope of work within the allotted schedule during a potential harsh Northern Ohio winter. Means and methods including tents, heaters, additional vendor requirements, protecting finished work, material additives, logistical irregularities, and earthwork need to be anticipated prior to construction start.

**SWPPP Plan:**

- The Contractor will need to include any required SWPPP (Stormwater Pollution Prevention Plan) plan and implementation.



**Safety Program:**

- The Contractor will be required to submit a site-specific safety plan.

**Dust Control Plan:**

- The Contractor will be required to submit a dust control plan.

**PROJECT SCHEDULE**

- **Tuesday September 1<sup>st</sup> 2020, 9:00 AM EDT:** Deadline for Responses to RFQ
- **September 2-4, 2020:** Interviews of Highest Ranked Design-Build Firm
- **September 10, 2020:** Deadline for Contract Negotiations
- **September 10-30, 2020:** Design Plans, Order Equipment, Permitting
- **October 1, 2020:** Construction Start
- **December 30, 2020:** Construction Completed. Issuance of Final Invoice – Only work in place and verified stored materials will be paid. No possible extension.
- **Spring 2021-** Pending weather, some minor restoration work may need to be deferred to Spring 2021 at the sole discretion of the City of Fairlawn.

**\*\*The Construction Start and Completion Dates are Non-Negotiable\*\***

**IV. EVALUATION PROCESS**

**Evaluation Committee**

After all Statements of Qualifications have been submitted in accordance with the September 1st deadline set forth above, a five-person evaluation committee consisting of the Mayor, Finance Director, Assistant Finance Director, President of Council, and Vice-President of City Council (the "Evaluation Committee") shall meet to review, discuss, and evaluate each of the submitted responses to this RFQ based upon the Evaluation Criteria set forth in this RFQ. In evaluating each of the Statements of Qualifications submitted, the Evaluation Committee shall consult with the Criteria Engineer for the Project before selecting a design-build firm pursuant to Section 153.693 of the Ohio Revised Code. Moreover, the Evaluation Committee may consult with other outside consultants, attorneys, engineers, or other third parties at its discretion.

The evaluation process may include verification of performance contracting references, verification of project team resumes, and confirmation of financial information. During the evaluation process, the Evaluation Committee may elect to conduct telephone or Zoom interviews with one or more of the Respondents. The option of whether or not to conduct interviews rests solely with the Evaluation Committee, and Fairlawn shall not be responsible for any expenses incurred by Respondents as a result of any request for an interview.



## **Evaluation Criteria**

The Evaluation Committee shall review each Statement of Qualifications and rank the design-build firms based upon the following criteria:

1. **Competence:** The Evaluation Committee will consider the overall competence to perform the required design-build services as indicated by the technical training, education, and experience of the design-build firm's personnel and key consultants, especially the technical training, education, and experience of the employees and consultants of the design-build firm who will be assigned to perform the services, including the proposed architect or engineer of record.
2. **Ability to Handle Workload and Availability of Qualified Personnel:** The Evaluation Committee will consider the ability of the firm in terms of the anticipated workload and the availability of qualified personnel, equipment, and facilities to perform the required design-build services competently and expeditiously. Responses should identify the project team and include professional resumes of each member of the project team and their applicable project experience, including firm officers, designers, project management, and superintendent.
3. **Past Performance:** The Evaluation Committee will consider the past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, restoration services, and meeting of deadlines. Responses should identify and highlight three (3) prior design-build projects of similar budget, schedule, and scope and demonstrate how your firm was able to control cost, meet deadlines, and satisfy the owner's expectations.
4. **Compliance with Applicable Law:** The Evaluation Committee will consider the firm's ability to comply with Sections 4703.182, 4703.332, and 4733.16 of the Ohio Revised Code, including the use of a licensed design professional for all design services. Moreover, the Evaluation Committee will consider the Respondent's ability to comply with all other applicable laws, including wage and hour laws, laws relating to workers' compensation, unemployment compensation, and taxation, laws prohibiting discrimination in employment, all applicable health, safety, and environmental laws, and the accounting, reporting, and auditing requirements of the CARES Act.
5. **Compliance with Project Deadlines:** The Evaluation Committee will consider the Respondent's ability to complete all construction work by December 30, 2020. Responses should include a full and complete discussion of the Respondent's



overall plan and strategy for meeting all of the relevant project milestones in accordance the Project Schedule set forth above.

6. **Compliance with RFQ Requirements:** The Evaluation Committee will consider the Respondent's compliance with the terms and conditions of this RFQ, including its ability to comply with the Performance Bond and Insurance requirements.

Notwithstanding the foregoing, the Evaluation Committee, in its discretion, may reject any submission, in whole or in part, if it finds one or more of the following:

- The Respondent does not have sufficient financial capacity to perform the Work.
- The Respondent does not have the appropriate experience to perform the Work.
- The Respondent or any officer, director, or owner thereof has had judgments entered against him within the past five years for the breach of contract or negligence in connection with the performance of governmental or nongovernmental construction work, including, but not limited to, design-build or construction management contracts.
- The Respondent has been in substantial noncompliance with the terms and conditions of prior construction agreements with Fairlawn or in documented substantial noncompliance with the terms and conditions of prior construction agreements with another public body without good cause.
- The Respondent or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
- The Respondent or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the U.S. Government.
- The Respondent failed to provide to the public body in a timely manner any information required by the public body relevant to this RFQ.
- The Respondent provides false, nonresponsive, misleading, or incomplete information for items required herein.



### **Contract Negotiations**

Based upon the evaluation criteria set forth above, the Evaluation Committee shall select and rank in order the top three firms which it considers to be the most qualified to provide the required design-build services. If there are fewer than three qualified firms available, then the Evaluation Committee may select and rank less than three firms.

After selecting and ranking the firms in order, authorized representatives of Fairlawn will then attempt to negotiate a contract with the firm ranked most qualified to perform the required services at a compensation determined to be fair and reasonable to the City of Fairlawn. The contract negotiations shall be directed toward ensuring that the Respondent and the City of Fairlawn have a mutual understanding of the essential requirements involved in providing the required services; determining that the Respondent will make available the necessary personnel, equipment, and facilities to perform the services within the required time; and agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services. The Respondent shall remain solely responsible for all expenses incurred by it during any contract negotiations.

If a contract is negotiated with the firm ranked to perform the required services most qualified, such agreement will be submitted to the Fairlawn City Council for approval. If Fairlawn is unable to negotiate and enter into a contract with the firm ranked most qualified for any reason, it shall inform the firm in writing of the termination of negotiations and may enter into negotiations with the firm ranked next most qualified. If negotiations again fail, the same procedure will be followed with each next most qualified firm selected and ranked pursuant to the Evaluation Criteria set forth in this RFQ, in order of ranking, until a contract is negotiated. If Fairlawn fails to negotiate a contract with any of the top three firms, then it may select and rank additional firms, based on their qualifications, and negotiations may continue as with the firms selected and ranked initially until a contract is negotiated. At any time and for any reason, Fairlawn may elect to terminate discussions or negotiations with any Respondent or to conclude discussions or negotiations with all Respondents. Moreover, during the negotiation process, Fairlawn reserves the right, at any time and from time to time, to:

1. Request clarification or additional information from any Respondent.
2. Waive immaterial defects or minor irregularities in responses.
3. Modify, remove, or add requirements to RFQ or the RFQ process
4. Terminate negotiations and/or cancel the Project.

The terms and conditions of any agreements or contracts that may be negotiated with any Respondent(s) are subject to the review and approval of the Fairlawn City Council. The Fairlawn City Council shall have the right to reject any contract, in whole, or in part, at any time and for any reason, and/or to modify or amend any proposed contracts or agreements.



## V. REQUIRED CONTENT FOR RESPONSES TO RFQ

### Cover Letter

Respondent must submit a letter of introduction authored by a person who is authorized by Respondent or Respondent's Team to make the statements contained in the Statement of Qualifications. Submission of the letter will constitute a representation by the Respondent and/or Respondent's Team that they are willing and able to perform the required design-build services. The Letter of Introduction also should provide a summary of the Respondent's qualifications and explain Respondent's understanding of Fairlawn's intent and objectives, and explain how Respondent intends to achieve those objectives in accordance with the Project's deadlines.

### Statement of Qualifications

Respondent should provide a detailed Statement of Qualifications that sets forth the Respondent's qualifications to perform the required services and Respondent's willingness and ability to perform the required design-build services on or before December 30, 2020. Such information should further explain the Respondent's approach to project management and its strategies, tools and safeguards for ensuring performance of all required Services. The Statement of Qualifications also should include the following information:

- A. Indicate the number of years the Respondent has been in business, and provide an overview of the experience and background of the entity and the key personnel committed to this Project.
- B. Identify the legal name of the Respondent, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and its federal tax identification number.
- C. Name, mailing address, email address, and telephone number of the primary contact person for the Respondent (or the primary contact for each member of Respondent's Team) for any discussions, questions, or negotiations regarding the RFQ, Respondent's submission, and the proposed design-build contract.
- D. Identify all participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent has a prime contractor / subcontractor relationship with any third party, then information regarding the role, involvement, and experience of all members of Respondent's Team shall be required for any entity that shall perform a significant portion of the work.



- E. A brief description of Respondent and/or each member of Respondent's Team, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;.
- F. Respondent must furnish a resolution or some other form of authority, which lists the specific officers who are authorized to execute agreements on behalf of the Respondent and the members of Respondent's Team;
- G. Respondent shall provide financial details demonstrating its financial capacity to undertake and complete the project as proposed, which will include;
  - (1) A current audited statement of financial condition and financial statements for the two (2) prior years prepared by an independent certified public accountant and a non-audited statement for the most recent quarter end with a comparable statement for the prior year. Respondents that are comprised of more than one entity must include financial statements for each entity. Financial statements should include all of the following;
    - a. Income statements.
    - b. Balance sheets.
    - c. Statement of Cash Flows and/or statements of change in financial position.
    - d. Appropriate footnotes to above statements and all related schedules, including debt terms and schedules, and contingent liabilities.
  - (2) A list of other business pursuits of similar size and scope to this RFQ in which Respondent has been involved;
  - (3) A statement disclosing any state or federal bankruptcy or insolvency proceeding that Respondent, or any member of Respondent's Team, has filed or with which Respondent or any member of Respondent's Team has been involved in the past 15 years other than as a creditor;
  - (4) Electronic copies or Internet links to the most recent Form 10K filed by the Respondent, or any member of Respondent's Team, with the U.S. Securities and Exchange Commission, if applicable;
  - (5) Electronic copies or Internet links to all Form 8Ks filed by Respondent, or any member of Respondent's Team, since the filing of the most recent 10K, if applicable.



- H. Respondent shall provide suitable references (preferably at least 3, and preferably from municipalities) relating to other contracts of similar scope and magnitude as described in this RFQ performed by the Respondent and/or Respondent's Team, including staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If Joint Venture Partners are proposed, provide references for each. At a minimum, the following information must be included for each client reference:
- (1) Customer name, address, contact person name, email address, and telephone number.
  - (2) Description of services and how they are similar to the services outlined in this RFQ.
  - (3) Nature and extent of Respondent's involvement as the prime contractor.
  - (4) Identify services, if any, subcontracted, and to what other company.
  - (5) Total dollar value of the contract.
- I. Provide a chronological history of all mergers and/or acquisitions involving Respondent and Respondent's Team members, including all present and former subsidiaries or divisions and any material restructuring activities, or any bankruptcy or insolvency proceedings, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.
- J. Respondent also should provide the following additional information:
- (1) Describe any strategic changes that Respondent or any members of Respondent's Team have undertaken in recent years, such as businesses acquired or divested, reorganizations, etc.
  - (2) Describe your ownership structure. Identify your board of directors, indicating "inside" and "outside" members.
  - (3) Indicate whether any conflicts of interest would arise if Respondent or any members of Respondent's Team entered into any contracts or agreements with Fairlawn.



- K. Respondent must provide a summary of the professional qualifications and experience of key personnel who will be dedicated to the services described in this RFQ. For each person identified, describe the following information:
- Title and reporting responsibility
  - Proposed role in this Project, including the functions and tasks for which they will have prime responsibility or secondary responsibility.
  - Pertinent areas of expertise and past experience
  - Base location (local facility, as applicable)
  - Resumes or corporate personnel profiles which describe their overall experience and expertise.
- L. In addition to the foregoing, Fairlawn may solicit relevant information concerning Respondent's record of past performance from previous clients, including Fairlawn, or any other available sources.
- M. All responses should include an organizational chart, which clearly illustrates the relationship of all entities (joint venture partners, subcontractors, etc.) who may be involved in any of the proposed Services and key personnel involved. The responses should identify the key personnel by name and title, and all staffing levels of each organizational unit should be estimated.
- N. Each Statement of Qualifications also shall provide information about the resources that would be dedicated to the Project, including the following information:
- (1) Describe facilities, equipment, personnel, communication technologies, and other resources available for implementing the required Services.
  - (2) Provide an assessment of staffing requirements for each major activity area by job title and function. The assessment should include fulltime equivalents for professional staff and supervisors committed to Fairlawn.
  - (3) Submit resumes for key personnel that will be committed to this engagement. Correlate personnel to the tasks they will be performing during implementation/transition and ongoing operations. For each of the key personnel, describe previous related experience and provide references, including: name, address, and telephone number of contact person, and brief description of work history.



## **VI. ADDITIONAL TERMS AND CONDITIONS**

A. This RFQ does not commit or bind Fairlawn to award or enter into any contracts or agreements, issue any purchase orders, or to pay any costs incurred in the preparation or submission of any response to this RFQ. Fairlawn reserves the right to terminate this RFQ solicitation at any stage if determined to be in the best interests of Fairlawn. The receipt of any Statement of Qualifications or other documents will in no way obligate Fairlawn to enter into any contracts or agreements of any kind with any party.

B. Fairlawn shall not be responsible for any costs or damages incurred by any Respondent, or any member, partner, officer, employee, contractor, or subcontractor of any Respondent, or any other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing a response to the RFQ, responding to any other requests for information by Fairlawn, or negotiating any contracts with Fairlawn. By submitting materials to Fairlawn in response to this RFQ, Respondent agrees that any cost incurred in responding to this RFQ, or in support of the activities associated with this RFQ, and any efforts of the Respondent in connection with the transactions contemplated by this RFQ, shall be borne solely by the Respondent and cannot be billed to City of Fairlawn.

C. All materials submitted in response to this RFQ will, upon receipt, become the sole property of Fairlawn and may become part of any contract(s) relating to this RFQ.

D. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any individual, employee, subcontractor, consultant, or representative of Fairlawn.

E. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFQ, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

F. All responses submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.

G. The RFQ and the related responses of any Respondent may by reference become part of the formal agreement(s) between any Respondent and Fairlawn.

H. Respondent, its authorized representatives, and its agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFQ at the time any responses are submitted to Fairlawn.



I. Performance Bond and Payment Bond: As part of any agreement(s) negotiated with Fairlawn, Respondent shall be required to provide Fairlawn with a Performance Bond and a Payment Bond equal to 100% of the contract sum for a term of 3 years issued by a surety company authorized to do so by the Superintendent of the Ohio Department of Insurance.

J. Insurance: As part of any agreement negotiated with Fairlawn, Respondent shall be required to procure and maintain the following insurance:

- (1) General liability insurance in the minimum amount of \$1 Million/\$3 Million covering all of its activities in connection with this Project, and shall furnish Fairlawn with Certificates of insurance evidencing such coverage, along with evidence of insurance for workers compensation and employer liability, automobile liability, and professional liability. Commercial and general liability insurance shall be written on an occurrence coverage basis and shall include without limitation, bodily injury, personal injury, and advertising injury, property damage, broad form property damage and broad form contractual liability arising from or relating to this Agreement, coverage as respect to independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards. To the extent permitted by law, Fairlawn shall be included as an additional insured on all policies of insurance obtained by Respondent and all policies obtained by Respondent, shall provide primary coverage for any claims and/or losses for which Fairlawn could be liable as an additional insured. All policies of insurance obtained, excluding workers' compensation and professional liability, shall contain a waiver of subrogation.
- (2) Automobile liability insurance shall cover all owned, non-owned, and hired automobiles obtained by Respondent and any and all of its subcontractors and consultants.
- (3) Workers' compensation insurance shall be entered into in accordance with at least, state minimum requirements.
- (4) If work is performed by Respondent and it includes activities that could result in or give rise to a contamination, pollution, incident or release of hazardous materials, then Respondent shall purchase and maintain in force, or cause to be purchased and maintained in force, insurance covering loss and liability arising out of or relating to such work. Such contractors' pollution liability insurance shall cover and include claims alleging bodily injury, property damage or clean-up which will include investigation, response, removal, remediation and neutralization of the pollution condition for both on and off site claims with any other location to which hazardous materials were transported from the worksite with limits not less than \$3 Million per occurrence and shall either be renewed annually for a period of not less than three (3) years following the final completion of construction or



include an extended reporting period endorsement or clause providing not less than three (3) years within which a claim may be made under the policy respecting performance of the work by Respondent following construction.

- (5) Professional liability insurance shall be provided by Respondent to cover liability and damages arising out of or resulting from professional services rendered such as design and engineering services, pursuant to this RFQ with limits of liability not less than \$1 Million/\$3 Million. Professional liability insurance may be written on a claims-made basis provided such policies shall either: (1) be renewed annually for a period not fewer than three years following completion of construction with substantially the same terms and conditions or (2) include an extended reporting period endorsement or clause providing not less than three years within which a claim may be made under the policy respecting the performance of work.
- (6) All policies of insurance must be endorsed to contain a provision giving Fairlawn thirty (30) days prior written notice of any cancellation or non-renewal of that policy or material change in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Respondent fail to provide sufficient proof of insurance coverage, Fairlawn shall have the right to but not the obligation to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or come to be due to Respondent or to seek reimbursement for said payments from Respondent.
- (7) All insurance to be purchased and maintained by Respondent shall be placed and maintained with insurance companies rated currently and for at least the previous three (3) years equal to or better than AM BEST's rating of A- and be licensed to do business in the State of Ohio by the Superintendent of Insurance.
- (8) Respondent shall be responsible for obtaining waivers of subrogation from any and all subcontractors and consultants performing work on the Project.

K. Indemnification: As part of any agreement that may be negotiated with Fairlawn, Respondent shall agree to assume liability for and to indemnify, protect, defend, save and keep harmless Fairlawn and all of its employees, consultants, agents and contractors from and against any and all claims that may be imposed on, incurred by or asserted (regardless of whether the Indemnified Party shall also be indemnified as to any such claim by any other person) for any and all acts arising out of the conduct or failure to act by Respondent in connection with any and all obligations and performance of work by Respondent.

L. Bankruptcy, Liquidation, or Receivership: In any agreement that may be negotiated with Fairlawn, the Respondent shall be required to acknowledge that in the event of a bankruptcy proceeding, liquidation or appointment of Receiver, Fairlawn shall have the right to



immediately terminate the contract and/or take possession of all equipment and materials necessary to continue services. Fairlawn shall not be subject to the rights of any Bankruptcy Trustee, Liquidator or Receiver to assume continuing responsibility for performance of the design-build contract.

M. Confidential Information. All information submitted by Respondent in response to this RFQ may be subject to disclosure under Ohio's Public Records Act, Ohio Revised Code 149.43. Fairlawn shall not be liable for any damages, costs, or losses incurred from the disclosure of any materials to third parties, or if any responses or other materials submitted to Fairlawn are obtained by other third parties without the written consent of the Respondent at any time during the evaluation process. If a Respondent believes that any information in its proposal is exempt from disclosure because it constitutes trade secret information as defined by Ohio law, it shall mark – CONFIDENTIAL – TRADE SECRET INFORMATION" – in a clear and conspicuous manner on each and every page of the document that contains confidential trade secret information. It is not Fairlawn's responsibility to determine the legal validity of any trade secret designations or to defend against any public records request that seeks the disclosure of any information that has been designated as confidential or trade secret information by Respondent. To the extent a dispute arises over whether any such information or documentation constitutes trade secret information that is exempt from disclosure under the Public Records Act, then it shall be the responsibility of the Respondent to defend against the public records request and to seek appropriate judicial relief, if necessary, to prevent the disclosure of such trade secret information in accordance the following procedures:

1. In the event that Fairlawn receives a public records request for any information that has been designated by Respondent as containing confidential, trade secret information, then Fairlawn shall notify Respondent and grant the Respondent with seven (7) days to resolve the dispute with the party who made the public records or to apply for appropriate judicial relief to prevent the disclosure of any information that has been designated as confidential or trade secret information by the Respondent. Absent the timely resolution of the dispute with the party who made the public records request or the timely filing of a judicial action by the Respondent, Fairlawn will presume that the information is not trade secret information and shall respond to the public records request in accordance with the requirements of the Public Records Act.
2. By responding to this RFQ and submitting a Statement of Qualifications to Fairlawn, Respondent agrees to waive any claim for damages arising from the disclosure of confidential or trade secret information and further agrees to indemnify, defend, and hold Fairlawn harmless from any damages, losses, or other expenses incurred by Fairlawn, including attorney fees, arising from the disclosure of any confidential or trade secret information by Fairlawn or from any litigation arising from a request to compel the disclosure of any confidential or trade secret information by Fairlawn.



N. Dispute Resolution: Any and all claims or disputes arising from or relating to this Project or this RFQ, any rankings of design-build firms under this RFQ, or any contracts or agreements that may be negotiated or accepted by Fairlawn as a result of this RFQ shall be submitted to Fairlawn's Deputy Service Director, Ernie Staten, in writing at 3300 Service Drive, Fairlawn, Ohio 44333, within seven (7) calendar days of the date when the claim or dispute arose. An administrative determination of the claim or dispute by the Deputy Service Director shall be necessary before a claimant has exhausted its administrative remedies. Any appeals therefrom shall be to the Court of Common Pleas of Summit County, Ohio, and all Respondents to this RFQ agree to the exclusive jurisdiction of the Court of Common Pleas of Summit County, Ohio, to hear and determine any and claims or disputes relating to this RFQ, any review and selection of Respondents under this RFQ, any awards granted under this RFQ, or any contracts or agreements that may be negotiated or accepted by Fairlawn as a result of this RFQ.



## **VII. EXHIBITS**

**A - Conceptual Plans and City of Akron Construction Specifications**

**B – Materials – Owner Furnished – Contractor Installed**

**C - Materials on Hold - Contractor to Procure and Install**

**D - Material Product Information**

**E - Example Telecommunication Plan**

**F - City of Fairlawn Construction and Materials Specifications**

**G – SCF-6 Canister and Inline Splice Closures – Standard Recommended Procedures**