

LINCOLN COUNTY
PINE CREST NURSING HOME

RFP for Architectural & Engineering Services to:

Design a Rehabilitation Unit;
Remodel Skilled Facility to Provide Additional Private Rooms;
Design a New Special Care Unit;
Possible Remodel of Nursing Home Beds to CBRF

October 19, 2015

PINE CREST NURSING HOME
RFP for Architectural & Engineering Services

I. INTRODUCTION

Pine Crest Nursing Home (the Facility) is seeking proposals from highly qualified and experienced Architectural and Engineering (A/E) firms to design a Rehabilitation Unit; remodel Skilled Facility to provide additional private rooms; build a new Special Care Unit and possibly remodel existing nursing home beds to a CBRF. The extent of the A/E services (as well as the size of the project) is tied to the funding available through the Medical Assistance Reimbursement Formula (estimated total budget is \$6,500,000).

II. PROJECT DESCRIPTION

The A/E firm will be required to review the existing building and make recommendations for improvement. To the extent of available Medical Assistance Reimbursement available, the Facility intends to a build a new rehabilitation unit, remodel the existing nursing home to provide private rooms, build a new Special Care Unit and possibly remodel existing nursing home beds to a CBRF. The work involves 3 phases: (A) design development and budget then (B) construction documents and bidding then (C) construction. The A/E work for the each phase must be separately bid and requires additional approvals from the governing authority.

The expected outcome of this engagement is a phased approach to the project with a presentation to the Pine Crest Board of Trustees and possibly the County Board of Supervisors upon completion of each phase.

III. BACKGROUND

The Facility is a 180 bed skilled nursing facility located at 2100 East Sixth Street, Merrill, WI 54452.

IV. ARCHITECT/ENGINEER - ELIGIBILITY REQUIREMENTS

Firm's Eligibility Requirements: To be considered for the project, the project team must meet or exceed the following criteria:

- Have two or more registered architects/engineers as responsible members of the firm (must be licensed in the State of Wisconsin).
- Have been in business for a period of not less than five years.
- Have been responsible for the design and completion of similar Skilled nursing facility & CBRF buildings with working knowledge of Skilled nursing facility & CBRF regulations and requirements.

Note: All A/E firms who submit a proposal shall provide a list of HVAC, plumbing, electrical, civil, and structural consultants, if applicable, who have permanent offices in the State of Wisconsin.

V. SCOPE OF SERVICE

This project shall be comprised of the following phases:

A. Phase I – Design Development and Budget

Prepare a Concept Study (design development) for the improvements, new construction and remodeling.

1. Provide all required civil, structural, mechanical, electrical and plumbing engineering services as well as technology, and interior design.
2. Review existing reports, studies and other documents pertaining to Facility's space requirements or otherwise associated with the project.
3. Prepare preliminary project budget including design fees and estimates of the Cost of the Work for the program requirements using area, volume or similar conceptual estimating techniques. Suggest alternative materials and systems and provide cost evaluations for each alternative. Include life cycle costing for mechanical and electrical equipment. Interior design and furniture/equipment selection services are to be provided.
4. Energy efficiency methods should be considered in all aspects of the facility design, including HVAC and lighting needs. Renewable and alternative energy generation should be considered. Building energy usage should reduce electricity consumption, eliminate unnecessary demand, and emphasize equipment efficiency and energy efficient control strategies. The A/E will collaborate with the Facility or designated staff to pursue grants and incentives that may be available for energy efficient design and incorporating renewable energy systems.
5. Prepare and maintain a project schedule from design through completion of construction.
6. Review and ensure compliance with laws, codes and regulations. All aspects of the design shall meet all ADA and other legal requirements.
7. Advise Facility on proposed site use and improvements, selection of materials, and building systems and equipment.
8. A/E firm, in collaboration with the Facility or designated staff, shall identify any activities which may interrupt the day-to-day operation of the existing building and include a coordinated work/site use plan to allow access to and/or use of the existing building during construction.
9. Prepare and update the project budget at appropriate intervals to reflect detail and refinement through Schematic Design, Design Development and Construction Documents. Include appropriate contingencies for design, bidding, price escalation, and market conditions in the estimates of the Cost of the Work. Advise Facility if there is reason to believe the Cost of the Work may exceed the project budget and make recommendations for corrective action.
10. Upon Facility approval of schematic design documents and updated project budget, prepare Design Development documents including but not limited to outline specifications, plans, sections, elevations, and diagrammatic layouts of building systems to describe the structural, mechanical, electrical and plumbing systems.
11. Participate with the Facility in submitting and receiving any and all preliminary approvals from all governmental jurisdictions requiring approval.
12. A/E firm shall participate in the submitting and the receiving of any or all preliminary approvals, including oral presentations to the Pine Crest Board of Trustees and oral presentations to the County Board of Supervisors as required.
13. A/E will be required to submit six (6) hard copies and one (1) electronic draft copy of the draft Design Development and Budget documents. The Facility will review and respond as to approval or modifications required within 15 business days and upon receipt of such notice, the A/E shall correct all defects or deficiencies, at no additional cost, considered by the A/E and the Facility to be within the scope of the proposal and shall submit six (6) updated hard copies and one (1)

electronic copy of the Final Design Development and Budget Report summarized and condensed into an 8-1/2" x 11" format within five (5) days.

B. Phase II – Construction Documents, Bidding and Construction

- 1. Construction Documents:** The scope of work to be performed by shall include but is not limited to the following:
 - a. Upon Facility approval of Design Development Documents and updated project budget, prepare Construction Documents consisting of construction schedule, drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. Construction drawings, details and sections shall be prepared at a scale so as to minimize contractor questions during bidding and construction activity. Drawings shall be provided in electronic format customarily used in the business.
 - b. Obtain all approvals from the governmental authorities having jurisdiction over the project including but not limited to prevailing wage rate determination specific to this project.
 - c. Assist Facility with tax exempt Facility purchased items.
 - d. Comply with 2015 Wis Act 55 (public building plan information), as applicable.

- 2. Bidding:**
 - a. Prepare bid documents including technical specifications and review with facility management and/or the Pine Crest Board of Trustees to obtain final approval prior to releasing to prospective bidders.
 - b. Issue Bid Documents to prospective bidders. Bid packages shall break the work down as specifically as possible to encourage participation by both large and small subcontractors.
 - c. Receive bids, qualify bids, prepare bid analyses and make recommendations to the Facility for the award of contracts or rejection of bids.
 - d. Prepare responses to questions and requests for substitution from prospective bidders and amend bid documents in the form of addenda as necessary.
 - e. Should the project come in over budget, A/E shall provide all services to re-draw, change, or amend project; at no additional cost to the Facility.

C. Phase III - Construction

1. The A/E will attend a pre-construction meeting with the Facility or designated staff and all contractors involved in the construction phase.
2. Construction administration activities shall include but are not limited to participation in weekly construction progress meetings and on-site visits to review the construction progress and conformance to the construction documents, review and approve shop drawings, consider change order requests (verifying cost submitted to be accurate and within cost parameters of the project), answer requests for information, prepare a final punch list, conduct necessary site inspections with state and local officials and other customary duties associated with standards of practice during construction administration.
3. Should the project exceed the scheduled completion date, no additional claims for compensation for additional time spent on project will be considered.
4. A/E and General Contractor to provide "as-built" records of all drawings and specifications inclusive of all changes to the Facility. All drawings and specifications will be the property of the Facility at the end of the project; including an electronic copy of AUTO-CAD (most current release format). The disc(s) shall include all "as built" changes. The Facility will require two (2) hard copies in addition to the electronic copy.

All other Scope of Services and Terms and Conditions of the Agreement between Owner and Architect not defined herein shall be as defined the Contract for Services.

VI. PROJECT BUDGET

Total project costs are to include all professional fees, all reimbursable costs, construction costs, support services (utilities, fixed equipment, furniture, telephone/data, landscaping etc.), all site work, if applicable, construction contingency and all other costs not specifically listed but required to complete the project.

VII. OTHER

- A. The A/E, including any subcontractors, must have the financial capability to undertake the requirement. In order to demonstrate its financial capability, the Facility **may require** the submission of some or all of the financial information detailed below by both the A/E and subcontractor if applicable. The requested information must be provided within five (5) working days of the Facility's written request.
1. Audited Financial Statements for the Respondent's last three (3) fiscal years or for the years that the Respondent has been in business if this is less than three (3) years, including as a minimum the Balance Sheet, Statement of Retained Earnings, Income Statement and any notes to the statements.
 2. If the date of the Financial Statements provided in A) above is more than three (3) months from the date on which the Facility requests this information, the Respondent must also provide Interim Financial Statements consisting of a Balance Sheet and year to date Income Statement), as of two (2) months prior to the date of the Facility's request.
 3. Evidence by certification from the Chief Financial Officer or an authorized signing officer of the Respondent, regarding the accuracy of any financial information provided.
 4. Formal certification on proposer's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor are there any current intentions of filing any type of bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type, formal certification will take on the form of a written explanation of such filing, complete with history and current status.
 5. A confirmation letter from the Respondent's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the date of the Facility's request.
 6. If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture depending on the magnitude and impact of their role in the joint venture.
 7. If the A/E or subcontractor is a subsidiary of another company, then the specific financial information requested is also required from the parent company.

- B. The Facility shall be entitled to request the removal of individuals working on any project for any of the following grounds, provided that such request be in writing and shall specify the reasons for the Facility's dissatisfaction: (i) unsatisfactory performance that causes negative operational impact at the Facility or causes the Facility to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with Facility staff; or (iv) violation of Facility rules or policies. Upon such written request, the Facility and A/E shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iv) in the preceding sentence. In the event A/E does not cure the problem within (7) days from the date of notice, A/E shall remove such person and shall promptly provide a qualified replacement. The Facility will be liable for payment of services only up to the time of dismissal and provided then only if services rendered meet the minimum requirements of the Facility.

The A/E is responsible for ensuring that any substitute personnel have comparable skills and experience. Resumes must be submitted for approval by the Facility for substitute personnel. The Facility reserves the right to interview and approve of substitute personnel prior to commencement of activity on the project.

VIII. CLARIFICATIONS

Questions concerning this RFP must be submitted in writing no later than 10:00 a.m. on Wednesday November 4, 2015 to:

**Pine Crest Nursing Home
Attn: Lisa Gervais
2100 East Sixth Street
Merrill, WI 54452
or
lgervais@co.lincoln.wi.us
or
FAX 715-539-3202**

Questions may be submitted via mail, email or fax, no later than 10:00 a.m. CST on Wednesday November 4, 2015, and must be marked RFP Architectural & Engineering Services.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency exists in the RFP, the vendor should immediately notify the above of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP via written amendment.

The Facility shall not be responsible for oral interpretations given by any Facility employees, representatives, or others. All proposals shall use this written document and its attachments as the sole basis for the proposal at this time. The issuance of a written amendment is the only official method whereby interpretation, clarification or other additional information can be given.

IX. PRE-PROPOSAL MEETING AND JOB SITE TOUR

The Facility will hold a Job Site Tour and Pre-Proposal Meeting for a general briefing and questions/answers at Pine Crest Nursing Home, 2100 East Sixth Street, Merrill, Wisconsin, in the Conference Room on **Wednesday November 4, 2015 at 10:00 a.m.** (Central Standard Time). Although not mandatory, all interested vendors are encouraged to attend. Failure to attend shall not relieve the A/E of any additional expenses required to complete the services defined herein. Note: There will be a job site tour followed by the pre-proposal meeting.

X. FACILITY RESPONSIBILITY

Provide reasonable access to personnel and data as are currently available and legitimately needed by the A/E for the conduct of this study.

XI. SUBCONTRACTORS

The names and addresses of any Subcontractor proposed to be used to complete any of the work shall be stated in the vendor response document. State the capacity they would be used in and the approximate percentage of total services they would provide.

If Subcontractors are used, the Facility will consider the proposing vendor to be the Prime Contractor who will be solely responsible in all contractual matters, including payment if any and all charges resulting from such Contractor/Subcontractor arrangements. The Prime Contractor will be fully responsible for the acts, errors and omissions of the Subcontractors. The Contractor shall cause appropriate provision of its proposal to be inserted in all subcontracts to ensure fulfillment of all contractual provisions by Subcontractors.

All Subcontractors must be licensed to practice in the State of Wisconsin and must have been in business for no less than 5 years.

XII. TERM, PRICING AND PAYMENT

A. Term

The term of the contract will commence upon contract execution, approximately December 1, 2015 through completion of each of the phases if/as approved.

B. Pricing

Provide a schedule of fees (firm fixed cost) to fully provide the A/E Services as required and listed in the Scope of Service. Items which are normally referred to as **reimbursable expenses**, including but not limited to transportation, long distance communications, and other documents, overtime work requiring higher than regular rates, additional insurance requested in excess of that normally carried by the Consultant, are **to be included in the fee** for which no additional compensation will be due.

The only exceptions will be the following which will be coordinated by the A/E but reimbursed by the Facility: fees paid for securing approval of authorities having jurisdiction over the Project, printing of bidding documents only, (i.e. project drawings and specifications issued for the purpose of bidding) and models or mockups if requested by the Facility.

Fee shall be broken down into the following Phases:

- Phase I: Design Development and Budget
- Phase II: Constructions Documents and Bidding
- Phase III: Construction

Fees for each phase shall include costs for all personnel whether on the job site, in the home office, or as a consultant hired by the A/E.

The total of all fees for Phases I, II and III will be used in evaluating the pricing document portion of this proposal.

Rates of Additional Work

Include a list of the hourly rates **in the pricing document only** to be charged to the Facility in the event additional work is required beyond the scope of service stated. Any additional work **must be** authorized in writing and be based on the hourly rates as submitted in the Cost Proposal before additional cost may be incurred.

C. Payment

Payment will be made within thirty days after acceptance of services and receipt of a properly documented invoice. Firms who wish to quote a discount for early payment may do so, for example 1%/10 days. Note: Five-percent (5%) of the A/E's fee will be held until final acceptance of project by owner.

XIII. PROPOSAL SUBMISSION

A. Proposal Submission Process

1. The Facility is not responsible for costs incurred by anyone responding to this Request for Proposals.

2. Upon submission, all proposals become the property of the Facility, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
3. The Facility expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
4. The Facility is not bound to accept the lowest cost proposal.
5. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
6. The Facility reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the Facility deems to be in its best interests.
7. The Facility reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposer's expense.

B. Valid Proposal

1. In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed solicitation process and be signed by an officer of the proposer who can be accountable for all representations.
2. The proposal must contain the following information, presented in the order shown:
 - a. Profile of the proposer, including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer related to similar projects in the past five years.
 - b. Description of the proposer's overall approach or solution.
 - c. Breakdown of Project services by phases or tasks. For each phase or task listed, identify:
 - 1) Key Project staff to be involved, and their roles and responsibilities
 - 2) Time commitment for each person
 - 3) Timeline
 - 4) Deliverables
 - 5) Facility's responsibilities, if different from the description contained in the RFP

- d. Description of the proposer's past experience providing similar services, including:
 - 1) Names and addresses of contact persons
 - 2) Description of proposer's role
- e. Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for the County's project, and the status and outcome of any lawsuits brought against the key participants related to similar projects in the past five years.
- f. Costs
 - 1) All costs to be charged to the Facility (for each phase)
 - 2) Hourly rates for staff

C. Submission

1. Proposals are due **by 3:00 p.m. on Monday November 23, 2015**. Submit to:

Pine Crest Nursing Home
Attn: Lisa Gervais
2100 East Sixth Street
Merrill, WI 54452

Faxed or e-mailed proposals will not be accepted. Actual receipt is required.

2. The response must include an original and six (6) copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.
3. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP title must be clearly marked on the outside. The remaining copies may be wrapped or boxed together with similar identification information.
4. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing its proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date deadline, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the Facility will prevail. Once submitted, a proposal becomes public property and will not be returned.
5. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.

XIV. EVALUATION AND CONTRACT AWARD

A. Evaluation

1. The Facility reserves the right to waive any minor irregularities in the proposal request process.
2. The Facility reserves the right to interview any or all proposers at its discretion. The Facility is not responsible for any costs incurred by the proposer in preparing for or participating in an interview.
3. Proposals will be evaluated by the Pine Crest Board of Trustees.
4. The Facility will review and evaluate proposals based on the following criteria:
 - a. The experience, resources, and qualifications of the firm and individuals to be assigned to the Project as key personnel
 - b. Ability to meet Project requirements
 - c. Ability to meet Project time line
 - d. Cost

B. Contract

1. The agreement to be executed between the successful proposer and Pine Crest Nursing Home will include this RFP and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the County.
2. Prior to execution of a contract by the Facility, the successful proposer shall provide a certificate of insurance acceptable to Lincoln County Corporation Counsel evidencing, at a minimum, the coverage required.

END OF DOCUMENT