



## CAPITOL REGION PURCHASING COUNCIL

### REQUEST FOR PROPOSAL (RFP): CONSULTANT SERVICES TO DESIGN, IMPLEMENT, AND MAINTAIN A JOB ORDER CONTRACTING PROGRAM

Issue Date: November 7th, 2019

Deadline for Questions: November 20th, 2019 (1:00 PM Eastern)

Response Date/Time: December 4th, 2019 (1:00 p.m. Eastern)

Response Location: [crocog.bonfirehub.com](http://crocog.bonfirehub.com)

## **I. Introduction and Intent**

The Capitol Region Council of Governments (CRCOG) seeks proposals from experienced consulting firms to manage a Job Order Contracting program for the members of the Capitol Region Purchasing Council (CRPC), a cooperative procurement council currently comprised of 111 municipalities, Boards of Education, and other government entities in the State of Connecticut. Our intent is to identify the best value, responsible, responsive vendor to manage the existing program, and to award a contract to that vendor.

To facilitate the efficient administration of this program, CRCOG intends to serve as an umbrella contracting authority on behalf of its members. Accordingly, CRCOG itself will enter into an agreement with the selected consulting firm for the management of a complete job order contracting program.

## **II. Background and Introduction**

### **A. Current Program Scope and Design**

The current job order contracting program began as a pilot in 2009. Since then, over fifty CRPC members have used the job order contracting program to complete construction projects ranging from \$800 to \$3 million dollars. The job order contracting program is open for use by all members of the Capitol Region Purchasing Council upon submission of a signed side letter. We have two different job order contracting programs, one for General Construction, one for Road and Bridge Maintenance. Our membership represents a diverse grouping of communities (including small, medium and large municipalities of rural, suburban and urban character) and political subdivisions, and educational nonprofits. The membership creates a wide range of annual project work to be completed through our job order contracting program.

The design of our current job order contracting program is as follows:

1. Contract with our job order contracting consultant, which expires on 12/31/20
  - a. This contract is a 5-year term and CRCOG has exhausted all extensions with the current Consultant.
  - b. Consultant provides the structure of the construction program, including the construction task catalog and software for General Contractors to use to develop price proposals.
  - c. Consultant provides training for General Contractors new to the job order contracting program.
  - d. Consultant is a liaison between the municipality and the General Contractor should any problems arise during the project.
  - e. Consultant assists with developing Invitations to Bid and Contracts for the regional General Construction Contractor and Road and Bridge Maintenance Contractor.
  - f. Consultant provides a monthly report of all projects.
  - g. Consultant works with CRCOG to organize an Annual User's Group meeting.

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- h. Consultant reports on any ongoing problems with a project or contractor.
- 2. Regional General Contractor contracts with a 1-year term with a 1 year extension which ends 12/31/20. At the end of that term, unless a contractor has asked to be removed or has not performed and our members ask for the contractor to be removed, CRCOG asks for a pricing update and, if mutually agreed upon, the contract is extended for an additional year.
  - a. We have four contracts with three contractors for General Construction, organized by CT Department of Labor regions (Northeast, Northwest, Southeast, Southwest).
  - b. We have four contracts with three contractors for Road and Bridge Maintenance, with regions organized by CT Department of Transportation regions (1, 2, 3, 4).
  - c. The current Contractor information is available on our website: <http://crcog.org/capitol-region-purchasing-council/eziqc-program/>

Accordingly, the hired Consultant must be capable of handling a broad spectrum of projects simultaneously that may involve multiple jurisdictions as well as a pool of local and out-of-state vendors. CRCOG cannot in any way guarantee or commit itself or its members to any minimum amount of eligible project work, but in the current program, we estimate that any contractor awarded a region can expect to do approximately \$1 million dollars work of work in each region during the term of the contract.

The current program is paid for with a fee that is paid by the using towns, which is divided between the Consultant and CRCOG.

**B. Program Limitations**

In advance of rolling out this initiative, CRCOG secured a legal opinion to identify any restrictions within existing state or local regulations that might preclude municipal use of a job order contracting system. According to that opinion: (1) cities and towns in Connecticut *have* the legal authority to participate in such a program, absent a specific local charter provision which conflicts with job order contracting; (2) a job order contracting solution *may not* be compliant with the current state procurement regulatory scheme and therefore projects that are subject to state procurement laws and regulations, either because of a funding source or a specific grant agreement, *should not* use JOC to procure goods and services (unless specific authorization from the administering state agency is obtained); and (3) job order contracting *should not* be used for education-related projects without the written approval of the State Board of Education Facilities Unit.

Given the above, town projects funded exclusively by local tax dollars will likely constitute the majority of work undertaken through the proposed job order contracting program. This could change during the term of the contract.

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### III. Scope of Services

At a minimum, it is anticipated that the hired consultant will be expected to:

1. Attend transition meetings and assist with implementation of the new job order contracting program.
2. Work with CRCOG project managers to specifically outline areas of responsibility for all involved parties, create a working timetable document with completion dates for all milestone tasks, and facilitate a 'pilot' program with the initial municipal projects;
3. Provide a full set of customized documents in support of a fully-operational job order contracting program, to include;
  - a. a catalog of construction tasks along with associated units of measure and pricing;
  - b. related technical specifications that shall be developed in conjunction with and be directly related to the catalog of construction tasks referenced above. This document shall include existing CRCOG standards and requirements; and
  - c. a set of contractual terms and conditions that shall be developed in consultation with CRCOG.
4. Provide marketing outreach services, to include orientations and pre-bid conferences for prospective bidders and using agencies;
5. Develop the Request for Proposals document(s) to be used to secure master contracts with firms covering the provision of construction and construction-related services;
6. Provide a user-friendly management information system to allow for, at minimum, project tracking, automated cost proposal development, scheduling, budget and cost controls and generating customizable reports;
7. Provide training for all potential users of the system. This may include, but shall not be limited to, CRCOG and its member's procurement, facilities and maintenance staff, architects and professional consultants, construction and maintenance vendors and other individuals designated by CRCOG;
8. Monitor initial job orders and audit vendor performance;
9. Provide on-going technical support services for the life of the contract, general troubleshooting assistance, system auditing services and continuous process improvement support; and
10. Provide cost updates when required.

### IV. Preparing a Response

Respondents are asked to submit all responses to [crcog.bonfire.com](http://crcog.bonfire.com). Please note, all firms have the option to submit alternate proposals, and will only be required to submit unique documents for the options as indicated.

1. **Questionnaire.** All firms are required to fill out and upload the questionnaire for this RFP at [crcog.bonfire.com](http://crcog.bonfire.com). This questionnaire has 4 tabs (Note: To submit any

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additional information or examples/screenshots related to the questionnaire, please reference, upload, and label appropriately.)

1. Company Information;
  2. Current Users and References. A list of at least five (5) references for similar consulting work performed in the last two years. Preference for cooperative or regional programs. (Note: if you have additional references you would like to submit, please submit as a separate document and label appropriately);
  3. Project Team. A list of three personnel who will be assigned to service the CRCOG contract. (Note: Project Team resumes should be uploaded separately and in the Requested Information section);
  4. Construction Management Software.
2. **Company Background.** This is a Word Document (.doc or .docx format) that the vendor should upload. This will serve as your Letter of Introduction and should include the following information:
- A brief description of your firm;
  - A detailed description demonstrating significant experience providing complete job order contracting solutions to other public agencies (include specific examples of how your firm has successfully customized similar solutions to serve the unique needs of a regional municipal purchasing cooperative);
  - A summary of relevant products and services;
  - A description of why your firm is the best qualified to serve the needs of the Capitol Region Purchasing Council.
3. **Project Understanding/Approach to Provide Requested Services.** This is a Word Document (.doc or .docx format) that the vendor should upload. A complete description of the work to be performed, including a step-by-step review of all tasks required to bring a fully-operational job order contracting system on-line (please highlight areas of responsibility for all involved parties and estimated completion timeframes for all milestone tasks).

Please include samples of all final work products. Please include the following:

- Unit price books
  - Technical specifications
  - General terms and conditions
  - Orientation and pre-bid meeting documents
  - Day-to-day procurement procedures
  - Construction services RFP's
  - Other relevant documents
4. **Cost Estimating Methodology.** A description of the cost estimating methodology used to create the unit price book. Include how the price book is updated and how prevailing wage projects vs. non-prevailing wage projects are handled.

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5. **Construction Management Software.** This is a Word Document (.doc or .docx format) that the vendor should upload. Provide a complete description of your firm's construction management software. Include screenshots and training material where appropriate. Your submission should include the following information;
- Description of the software key functionalities and how it increases efficiency of the JOC process
  - Description of Construction Project Creation Capabilities
    - Typical construction projects
    - Complex construction projects
    - Project modeling
    - ERP interfacing
  - Description of Project and Task Management
    - Creating project schedules and alerts
    - Assigning project tasks
  - Description of End User Training Programs and Resources
  - Description of Customer Service Process
    - Support ticket/issue process
    - Customer service staff responsibilities
  - Description of Additional Modules;
  - Description of Report Generator
    - Included and additional features
  - Description of Data Security Measures
6. **Fee Proposal.** This is a Word Document (.doc or .docx format) that the vendor should upload. Provide all-inclusive fees for the performance of services outlined in Scope of Services Section above. CRCOG prefers that consultant fees are collected as a fixed percentage of all JOC projects issued throughout the program, and there are no direct costs to CRCOG. CRCOG collects a .75% fee on all projects, do not factor in this fee in your fee proposal.

**Respondents are encouraged to provide additional payment options if available.** Firms are also encouraged to highlight any and all additional services not listed that would be available to the Council and its members in support of a job order contracting program and the costs associated therewith. Said costs may be presented as hourly/daily rates or on an activity/service basis.

CRCOG reserves the right to negotiate fees and project scope with the successful respondent if it is deemed to be in the agency's best interest. All proposals submitted shall be considered valid for ninety (90) days from the opening date.

7. **Insurance.** All respondents are required to submit, with their responses, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm's current coverages and limits for

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General Liability, Automobile Liability, Professional Liability and Worker’s Compensation Insurance as appropriate for the project work required herein.

8. **Additional Required Data.** The following are additional questions or data CRCOG is also requesting from each vendor.
- Acceptance of all terms, conditions and requirements contained in the RFP. If you do not accept all terms, conditions and requirements, please upload a separate document under Relevant Experience that details an explanation.
  - Are you legally licensed/registered to do business in Connecticut? (True/False question)
  - Non-Collusion Certification (True/False): The company certifies that this RFP is being submitted without any collusion, communication or agreement as to any matter related to the RFP with any other respondent or competitor.
  - Will any services be subcontracted out? If yes, please submit a separate document under relevant experience that describes subcontracted services.

**Responses must be submitted no later than the time and date on the coversheet or as listed on [crocog.bonfirehub.com](http://crocog.bonfirehub.com) (whichever is later).** Responses should be submitted online at [crocog.bonfirehub.com](http://crocog.bonfirehub.com). Any responses received after this date and time will not be considered.

## V. Evaluation Process

A Selection Committee comprised of CRCOG staff and members of the CRPC will be charged with evaluating the proposals submitted. At its sole discretion, the Committee reserves the right to request additional clarifying information, to conduct interviews with any finalists and to negotiate pricing and service proposals when such action is in the agency’s best interest.

Proposals shall be evaluated by the Selection Committee using the following criteria:

Element	Weight
Strength of Recommendations from Current Users and References	10
Experience and expertise of personnel to be assigned to the project	10
Company Background	5
Understanding of the scope and technical approach to project	25
Cost estimating methodology / pricebook management	10
Construction Management information system functionality, flexibility, customer service, and reporting system	20
Fee proposal	20

The Selection Committee will recommend a firm for approval by CRCOG’s Executive Committee. The recommendation will be based on the following:

## VI. Questions

Questions shall be submitted only via [crocog.bonfirehub.com](http://crocog.bonfirehub.com) by time and date on the coversheet or as listed on [crocog.bonfirehub.com](http://crocog.bonfirehub.com) (whichever is later). No oral

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interpretations shall be provided. Responses shall be posted as addenda at [crcog.bonfirehub.com](http://crcog.bonfirehub.com). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

## **VII. General Terms and Conditions**

### **1. Waiver of Informalities**

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any parts thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

### **2. Collusion**

By responding, the consultant implicitly states: that his/her proposal has not been made in connection with any other competing consultant submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee/contractor of CRCOG either directly or indirectly assisted in the consultant's proposal preparation. See Attachment B for required signatures.

### **3. Termination**

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the consultant; or if the consultant fails, in the opinion of the Agency, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the Agency.

### **4. Freedom of Information**

Consultants are advised that any and all materials submitted in response to this RFP shall become the sole property of the Capitol Region Council of Governments and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

### **5. Incurred Costs**

This Request for Proposals does not commit the Capitol Region Council of Governments to award a contract or to pay any costs incurred in the preparation of a response to this request. The Capitol Region Council of Governments will not be liable in any way for any costs incurred by consultants in replying to this RFP.

### **6. Right to Cancel**

The Capitol Region Council of Governments reserves the right to cancel this RFP at any time and to decide not to consider any or all of the consultants submitting information in response to this request.

### **7. Severability**

If any terms or provisions of this Request for Proposals shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.



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**8. Affirmative Action**

The Capitol Region Council of Governments is an equal opportunity employer and requires an affirmative action policy from all contractors and consultants as a condition of doing business, as per Federal Order 11246. By signing the proposal sheet for this bid, all consultants and contractors agree to this condition of doing business.

**9. Subcontracting**

The successful consultant may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful consultant shall not award any portion of the work to a subcontractor without prior written approval of the Capitol Region Council of Governments. The acceptance of any and all subcontractors shall reside with the Capitol Region Council of Governments, and the Capitol Region Council of Governments' decision shall be final. The successful consultant shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

**10. Assigning/Transferring of Agreement**

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

**11. Additional Terms and Conditions**

1. The consultant assigns to CRCOG all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the consultant is awarded the contract.
2. The consultant agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The consultant also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the consultant concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
3. The contract arising from the RFP is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of P.A. 91-58 Nondiscrimination Regarding Sexual Orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
4. The contract arising from the RFP may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred

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thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes. Incorporated by reference into the resulting contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.