



**REQUEST FOR PROPOSAL**

**PCCLD HISTORY WALL PROJECT**

**REQUEST FOR PROPOSAL DATE: April 22, 2013**

**PROPOSALS DUE NLT: 3:00 pm, May 27, 2013**

**RFP # 201304222055A**

## 1. General Information:

**A. Overview:** The Pueblo City-County Library District seeks design, fabrication and installation services for three distinct, interpretive history wall exhibits to be installed in each of the new community libraries currently under design for the Pueblo City-County Library District. The intent of this Request for Proposal is to obtain fixed price proposals from experienced firms to design, fabricate and install these three exhibits.

An architectural firm and construction management company are overseeing the design and construction of the new community libraries and it will be imperative that the selected firm works in a collaborative manner during all phases of this project with both of these parties, as well as with representatives from the Pueblo City-County Library District.

### **B. RFP Schedule:**

RFP issued:	April 22, 2013
On-Site Visits and Questions Due by 3:00 pm:	May 13, 2013
Proposals due by 3:00 pm:	May 27, 2013
Rating and preliminary selection:	June 14, 2013
Further timeline is in attachment	

**C. RFP Submittal:** Proposals are to be submitted in sealed envelopes, clearly identified with the RFP number and title, with all attachments, no later than 3:00 pm local time on Monday, May 27, 2013 to:

Chris Brogan  
Pueblo City-County Library District  
Attn: Finance Department  
100 East Abriendo Ave.  
Pueblo, CO. 81004

Each complete submission is to include a signed original with all required attachments; three complete copies; and one digital version copied onto either a CD or USB and included with the hard copies. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

**D. Points of Contact:** Questions and requests for clarification regarding of this RFP must be addressed via US mail or email by 3 pm May 13, 2013 to:

Pueblo City-County Library District  
ATTN: Amy Martin  
100 E. Abriendo Avenue  
Pueblo, CO 81004  
Email: [AmyMartin@pueblolibrary.org](mailto:AmyMartin@pueblolibrary.org)

Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCLD’s web site <http://www.pueblolibrary.org/> (click on open bids) to **all** respondents by May 13, 2013. Any responses by the PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

## **2. General Terms & Conditions:**

**A. Interested Parties:** All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.

**B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.

**C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

**D. Non-Discrimination:** The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**E. Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.

**F. Confidentiality:** Proposal submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

**G. Termination of Contract:** PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform

its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to PCCLD's inability to continue with the contract due to the elimination or reduction in funding.

**H. Non-Appropriation:** PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

**I. Confidentiality of Information:** The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business.

### **3. Proposal Preparation:**

**A. Exceptions and Deviations:** Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

**B. Substantive Proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PCCLD.

**C. Minimum Qualifications:** To be considered for selection, vendors must meet at least the following minimum qualifications:

(1). **Established Business.** Vendor must have been engaged as a contractor a minimum of five years prior to the release date of this RFP.

(2). **Customer Satisfaction, Financial Resources and Ability to Perform.** Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.

(3). **Legal Compliance.** Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.

(4). **Insurance:**

The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with the Library by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contract, will constitute a breach of contract in which the Library has the right and may immediately terminate the signed agreement. The Library reserves the right to request and receive a copy of any policy related to services provided to the Library.

*A. Commercial General Liability:* The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and vendors' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by vendor under the provisions of the contract and "Completed Operations and Projects Liability" coverage.

*B. Worker's Compensation Insurance:* The vendor shall procure and maintain during the period of this contract and for such additional time as work on this project is being performed. Workers Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the

Worker's Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that vendor may have no employees as defined under said Act or that vendor such coverage. Such insurance shall cover all employees may be shareholders, managers, partners or owners of vendor or exempt employees under the Act.

**D. Submission Information and Documents:** The following information and documents shall be included in the proposal submission:

- (1). Name of company, address, telephone number, facsimile number, email address, website URL, and contact person's name.
- (2). Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

**E. Signatures:** The proposal must be submitted in ink, signed by an officer or person qualified to bind the proposing company.

**F. Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposer may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

#### **4. Selection:**

**A. Vendor Selection:** No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the required services effectively. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

**B. Right of Acceptance and Rejection:** PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.

**C. Negotiation:** Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with proposers. PCCLD reserves the right to negotiate modifications to a proposal with a single proposer without obligation to negotiate similar modifications with other proposers.

#### **5. Key Personnel:**

PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage

work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule. Each respondent should indicate critical anticipated dates for work by others which impacts exhibit fabrication.

Regular meetings with the PCCLD team (in person and/or by telephone) are an integral part of the overall process and must be indicated in project schedule. These meetings will report on and track the design and fabrication process, and establish and implement mechanisms for ongoing communications.

**6. Competitive Position:** Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor's approach to communication.

**7. Customer References:** Provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number

**8. Scope of Work:** All respondents must be able to provide professional services required for the design, fabrication and installation of three distinct history wall exhibits. All fabrication and installation must be finalized and approved by PCCLD prior to the grand opening of the three new libraries in July 2014.

**Specific Tasks:** The contractor shall furnish all labor, materials and equipment required to perform design, fabrication and installation of three history wall exhibits. Exhibit components will include:

- Graphic Panel(s)
- Signage

A. Design:

- The contractor shall be responsible for the development of a single prototype design that will be used for each of the three history wall exhibits. The majority of content used for each exhibit will be permanent; however, a design that includes one or two sections that can be periodically altered to accommodate featured events and/or themes is preferred.
- The PCCLD project team will collect and prioritize importance of all permanent images (approximately 25-30 per wall) that have been selected for inclusion, and will create interpretive text to accompany each image. Using the prioritized list provided by the PCCLD project team, the designer will be responsible for selecting the exact number of images to be used on each wall, the most

effective arrangement of images, and for the specific image/text layout for each of the three history wall exhibits.

- Graphics: Specify format, size, quality, etc. of images to be provided by PCCLD; review and prepare all images and text provided by PCCLD; and arrange final placement of text and graphics on exhibits.
- The exhibit design shall pay particular attention to presenting information at standard eye-level.

#### B. Fabrication

- Fabrication shall be completed off-site and will be brought onsite to install upon completion.
- Fabrication shall be to museum quality with particular attention paid to high quality fit and finish, durability, and ease of maintenance.
- The exhibits may be manufactured as one single piece or multiple panels, but it is imperative that the exhibits provide a unified, cohesive and visually appealing presentation of each community's history.
- Panel production may include, but is not limited to: high/low relief, screen-printing, label copy plaques, vinyl graphics, photo etched and/or blasted images, porcelain enamel panels, fiberglass-embedded panels, wood, metal/composite panels, and cut-out graphic images. It is imperative that the panel(s) be constructed of durable materials and that the quality/clarity of the reproduced images is not compromised.
- Prepare and submit for review final shop drawings detailing fabrication and installation to include: technical data for this project, drawings, diagrams, schedules, templates, patterns, instructions, measurements and materials.
- Submit periodic control samples. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work. Samples may be both complete units and smaller portions of units of work.
- If the selected vendor is unable to fabricate all elements of the exhibit in-house, it is the vendor's responsibility to identify the services that must be outsourced, select subcontractors, and pay subcontractor fees for fabrication services. These additional costs must be included in the proposed project budget.

#### C. Installation

- Installation will require cooperation with the architects and construction companies that are concurrently building the three new libraries. To facilitate easy installation of the history wall exhibits, the architects have recommended that plywood be installed prior to gypsum board, or that blocking is provided in the areas where the history wall exhibits will be displayed.
- Setup and install on-site all exhibit elements and materials. (Note: The architects and PCCLD will accept lighting recommendations, but the selected firm will not be responsible for exhibit lighting.)

**9. Project Management:** The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule. Each respondent should indicate critical anticipated dates for work by others which impacts exhibit fabrication.

Regular meetings with the PCCLD team (in person and/or by telephone) are an integral part of the overall process and must be indicated in project schedule. These meetings will report on and track the design and fabrication process, and establish and implement mechanisms for ongoing communications.

**10. What PCCLD will provide:** The PCCLD project manager will be intimately involved in the fabrication and installation process from contract signing through opening of the three new libraries in July 2014. The core project team will include the Supervising Librarian from each community library, a librarian from Special Collections, a Library Board Trustee, and the project historian.

**11. RESPONSE REQUIREMENTS:** The response must include the following elements.

- Letter of interest.
- Experience of the firm/team as fabricator of exhibits of similar scale, complexity, and budget, emphasizing firm's record of meeting estimated budgets and schedules. Limit to 3 relevant examples.
- Identification and bios of personnel to be directly involved in this project: principals, project manager and professional staff, and others expected to perform work, including those in affiliation.
- Identify current workload of firm and personnel to be assigned to project.
- Experience in fabricating exhibits which meet the Americans with Disabilities Act requirements.
- Identify your in-house fabrication capabilities and those services that you would outsource. Include a list of all subcontractors, and a statement of the subcontractors' qualifications.
- Proposed work plan describing individual tasks to be performed and the relative scheduling of those tasks. All deliverable items should be identified and described.
- Hourly rate and expense schedule.
- Fee proposal providing itemized costs.
- References from at least three similar projects, to include: key owner personnel and contractor's project manager.

**12. CRITERIA FOR SELECTION:** The following criteria will be used for screening and selection of the vendor for this project:

- 1) Cost proposal and ability to work within the \$13,000 budget set for each wall.
- 2) Established record of design, fabrication and installation excellence. Quality of work product as demonstrated through submitted work samples. Number, complexity, and nature of exhibitions handled by the firm.
- 3) Experience in designing, fabricating and installing projects of a similar scale and complexity.
- 4) Experience in working in a collaborative environment.
- 5) Experience and availability of key individuals proposed for the project.
- 6) Reputation for thoroughness, credibility, and client responsiveness as demonstrated through references.
- 7) Innovative or outstanding work by firm that demonstrates the firm's unique qualifications to provide exhibition design, fabrication and installation services.

**13. ATTACHMENTS:**

1. Prototype floor plan
2. History Wall floor plan
3. Proposed project timeline