



REQUEST FOR PROPOSAL (RFP)

ARCHITECTURAL & DESIGN SERVICES FOR RAWLINGS LIBRARY SPACE PLANNING & INTERIOR RENOVATION

REQUEST FOR PROPOSAL DATE: February 16, 2018

PROPOSALS DUE Not Later Than: 3:00PM (Mountain Time), April 6, 2018

RFP # 3-2018

1. General Information

A. The Pueblo City-County Library District (herein after PCCLD) is soliciting proposals from qualified firms to perform space planning and interior renovation services for PCCLD's Rawlings Library located at 100 East Abriendo Avenue in Pueblo, Colorado. This work should engage PCCLD stakeholders, include relevant contemporary library design considerations, and support the mission of PCCLD, its strategic plan, and budgetary considerations. Section 5 of this RFP below contains additional details of the work required for this project.

B. Schedule

RFP issued and posted on library website	February 16, 2018
Pre-Proposal Conference—optional	10:30 am, March 5, 2018 Rawlings Library, Kelly B Meeting Room
Questions about RFP due	3:00 pm, March 23, 2018
Proposals due	3:00 pm (Mountain Time) April 6, 2018
Rating and preliminary selection	May 2, 2018
Interviews with selected firms	May 7-11, 2018
Award of contract	May 25, 2018
Contracted services commence	July 1, 2018

C. Submittal

Proposals are to be submitted by 3:00 pm (Mountain Time), April 6, 2018, in sealed envelopes and clearly identified with the RFP number and title, to:

Pueblo City-County Library District
ATTN: Sherri Baca
100 East Abriendo Ave.
Pueblo, CO. 81004

Each complete submission is to include a signed original and one digital version on a USB flash drive. Proposals delivered after the above required date and time will be received but will not be considered and will be rejected for lateness.

D. Points of Contact

Questions and requests for clarification regarding this RFP must be addressed via US mail or email by 3 pm (Mountain Time), March 23, 2018, to:

Pueblo City-County Library District
ATTN: Jon Walker
100 E. Abriendo Avenue
Pueblo, CO 81004

Email: jon.walker@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 be addressed.

All questions and requests for clarification 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 at <http://www.pueblolibrary.org/about/requests> (click on "Request for Bids") by March 29, 2018. 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 firms 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 requested.

C. Expenses

PCCLD assumes no liability for payment of expenses incurred by firms in the preparation and submission of proposals in response to this invitation.

D. Non-Discrimination

The firm 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 firm and PCCLD. 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. Open Record

Proposals submitted to PCCLD for consideration will become the property of PCCLD and be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

G. Term of Contract

The contract for this work is expected to commence on or about July 1, 2018.

H. Termination of Contract

PCCLD may, by written notice to the successful firm, terminate the contract if the firm has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or this RFP. The date of termination shall be stated in the notice. Further, PCCLD may cancel the contract upon thirty days written notice for any reason other than cause.

I. 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 firm 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 firm 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.

J. Confidentiality of Information

The firm acknowledges that it 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 customer information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal financial information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business. The firm and its employees will keep this information confidential, as required by PCCLD.

3. Proposal Preparation

A. Exceptions and Deviations

Any exceptions to or deviations from the terms and conditions as described in this RFP 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 firm.

B. Substantive Proposals

By submitting a proposal, the firm guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (4) it has not sought by collusion to obtain for itself any advantage over any other vendor or over PCCLD.

C. Minimum Qualifications

To be considered for selection, firms must meet at least the following minimum qualifications and should state so affirmatively in its proposal to PCCLD:

(1) Established Business

Firm must have been engaged as a place of business five (5) years prior to the release date of this RFP.

(2) Customer Satisfaction, Financial Resources and Ability to Perform

Firm 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

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

- (a) *Commercial General Liability:* The firm 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 firm with respect to all work performed by firm 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.
- (b) *Workers Compensation Insurance:* The firm shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.

D. Submission Information and Documents

The following information shall be included:

- (1) Name of company, address, telephone number, email address, website URL, and contact person's name.
- (2) Firm 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 and signed by an officer or person qualified to bind the proposing company.

F. Withdrawal of Proposal

A firm 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 firm 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. Contractual Information

A. Disposition

The firm shall not assign, transfer, convey, sublet, or otherwise dispose of signed contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of PCCLD.

B. Employees

All employees of the firm shall be considered to be, at all times, employees of the firm, under its sole direction, and not an employee of PCCLD.

5. Scope of Work

PCCLD is seeking to employ a qualified firm to provide space planning and interior design services for renovation of the Robert Hoag Rawlings Library located at 100 East Abriendo in Pueblo, Colorado. The work to be performed should engage PCCLD stakeholders and include design concepts relevant to contemporary public library design and in support of the mission of PCCLD and its strategic plan.

The Rawlings Library is approximately 110,000 square feet in total size. It houses PCCLD's principle services, including but not limited to, children, teen, and adult programs and collections; local history and archives; and a small museum. Key data points for use of the Rawlings Library by the public in 2017 include circulation of 926,663 items, 450,367 visitors, 149,798 individuals participating library-sponsored cultural and educational programs and events, 175,415 public computer sessions, and 121,556 users of community meeting rooms. PCCLD's support services for the entire district also operate from this facility, including Administration, Facilities, Finance, Marketing and Development, Information Technology, Technical Services, and more. The Rawlings Library opened in 2003 and it has undergone regular upkeep and limited remodeling since that time.

The future Rawlings Library will respect PCCLD's mission and support its forward-looking strategic plan. It will challenge the notion of libraries as warehouses of books and reflect the library's role as an active community hub in support of literacy, lifelong learning, open access to information for all, and where people freely assemble to exchange ideas. Current usage trends are important indicators for future space planning, and these include flat circulation of tangible materials and increasing cultural

and educational program attendance. Other important considerations include an increasing value attached to local history and archives, digital resources, literacy support and tutoring, group study, and experiential learning or “maker” activities.

PCCLD anticipates that the selected firm will provide services from initial design through construction.

Proposers should include the following considerations in their responses to this RFP:

- A. Third Quarter of 2018: The firm will lead a discovery process to inform PCCLD leadership of stakeholder input about future uses for the Rawlings Library and provide guidance on current trends in public library space utilization and design.
- B. Fourth Quarter of 2018: The firm will develop and deliver a program plan, conceptual and schematic design, floor plans and renderings, and preliminary cost estimating for the proposed future Rawlings Library interior design based upon principles and priorities as directed by PCCLD leadership.
- C. First Quarter of 2019: The firm will provide final design development and construction drawings, including final cost estimating.
- D. Second Quarter of 2019: The firm will provide a timeline for construction based upon future PCCLD budgetary allowances and leadership direction to commence as early as the third quarter of 2019.

6. Proposal Requirements

- A. Describe your experience and expertise in public library, museum, and archives design.
- B. Describe your firm’s approach to completing PCCLD’s project, including services provided for the design and construction phases of the work. Are you proposing community meetings, program planning, conceptual design, specifying FFE, and construction documents?
- C. Address your control capabilities of cost estimating, scheduling, quality control, change order management, and project closeout.
- D. Describe your preferred method of dealing with PCCLD during the design phase and how you address PCCLD concerns/comments.
- E. Describe your proposed steps to meet the projects goals and how you propose to organize the process.
- F. This project will use a budget to control the project and one that cannot be exceeded. Describe your experience in controlling “design creep,” controlling

costs, and meeting budget and timeline constraints. Describe how you plan to furnish a design that PCCLD can afford.

- G.** Describe professional services performed by your staff and any professional services that you would assign or subcontract to others. If you engage specialty consultants, describe how you control the quality and timeliness of their work product and who accepts final responsibility of services performed by others. Describe the interface, if any, between PCCLD and any consultants that you may engage for required services. Provide an approximate percentage of outside professional services that you would anticipate using in this project.
- H.** Describe how you will communicate progress in the design of this project. Describe any use of models, drawings, and/or computer animation to be furnished, and, if so, at what stages.
- I.** Describe the availability of renderings and architect presentation to assist PCCLD with fundraising. Describe how you will assist PCCLD in applying for grant funding support such as the National Endowment for the Humanities Infrastructure and Capacity Building Challenge Grant.
- J.** Describe your experience in providing professional service when a Contract Manager/General Contractor approach is used. Provide the resumes for the following personnel who would be assigned to this project: Lead Interior Designer, Design Architect, and Project Architect. Experience in projects of similar size, type, and systems should be included along with references and contact information to verify experience. List any other projects for which the Lead Interior Designer, Design Architect and Project Architect have concurrent responsibility, assuming a July 1, 2018, contract date.
- K.** Describe in detail how you are compensated for professional services and how you expect to be compensated for services rendered to PCCLD for this project and what services are included. Include a description of which party bears the costs of any redesign work required that is caused by (1) PCCLD changes, (2) Architect oversight/omission, or (3) Redesign required to meet budgetary constraints.

7. Evaluation and Selection

PCCLD intends to select the proposed services and terms that are most advantageous to it. Interested firms are encouraged to attend a pre-proposal conference, which will take place commencing at 10:30am on Monday, March 5, in Kelly Room B at the Rawlings Library. The conference, which is not mandatory to attend, will provide an overview of the project from the owner's perspective.

Proposals are due by April 6, 2018. PCCLD will review proposals submitted by the deadline and anticipates preparing a short list of about three firms that are

considered best qualified for the project, conduct interviews of the finalists, and select a winning firm. PCCLD will then negotiate a detailed contract with the selected firm.

A. 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.

B. Negotiation

Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with firms. PCCLD reserves the right to negotiate modifications to a proposal with a single firm without obligation to negotiate similar modifications with other firms.