

# REQUEST FOR QUALIFICATIONS

Spokane Public Library  
Spokane, Washington

**RFQ NUMBER: 4332-18**

**DESCRIPTION: Final Scoping for 6 library locations**

**DUE DATE: FRIDAY, January 29, 2018**  
**No later than 1:00 p.m.**

Spokane Public Library  
Downtown Library  
**Attention: Andrew Chanse**  
906 West Main Avenue  
Spokane WA 99201-3316

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# 1. INTRODUCTION

## 1.1. BACKGROUND AND PURPOSE

The Spokane Public Library (hereinafter "Library") is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms interested in participating on a project to provide PRELIMINARY DESIGN AND SPACE ALLOCATION for six (6) Spokane Library locations

Of the six locations, one (1) structure will be expanded, one (1) new structure will be constructed and the remaining four (4) locations will have varying degrees of remodel and space reallocation.

Spokane Public Library (SPL) is seeking a qualified engineering consultant or consulting partners to partner with the Library to build upon and complete a 21st century preliminary design and space use proposal for the public.

A Future and Facilities Study was conducted in 2015 and accepted by the Board of Trustees in 2016. This study laid the groundwork for conversation within the community for the need for updated library facilities in Spokane. The next phase in preliminary design work will build upon that study for a likely bond measure to the community. The final report can be accessed here: [www.spokanelibrary.org/pdf/SPL\\_Facilities\\_and\\_Future\\_Service\\_Plan-Report\\_2016-02-01.pdf](http://www.spokanelibrary.org/pdf/SPL_Facilities_and_Future_Service_Plan-Report_2016-02-01.pdf). Since that effort, SPL has engaged with the community to further refine our priorities. The conceptual design work will be brought to the public for further dialogue.

## 1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm or team must have 5 years' experience in structural, civil, architectural (both structure and landscape) mechanical, electrical, cost estimating and construction management experience and interior designer experience with knowledge in public spaces. The team will work collaboratively with Library staff on layout concepts to deliver 21<sup>st</sup> century library services.

## 1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or February 2018 and to end on July 2018.

The initial contract for preliminary engineering and space design work may be extended to include final design work at the sole discretion of the Library and subject to mutual agreement. The initial work is the only work that will be contracted in the beginning and any work on final design, if the Library decides to proceed, would occur through contract amendment.

## 1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

**Library** – The Spokane Public Library, the agency issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the Library and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the Library.

**Request for Qualifications (RFQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

## 1.6 CONTRACTING WITH CURRENT OR FORMER LIBRARY EMPLOYEES

Specific restrictions apply to contracting with current or former Library officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former Library officers or employees.

## 2. SCOPE OF SERVICES

Spokane Public Library currently provides services through a mobile Outreach Service and six facilities all of which are owned by the Library.

At a minimum, a deliverable for each location will include but not limited to:

- 1) Final scope of work identified
- 2) Cost estimate reflecting the cost to design and construct with appropriate contingencies added
- 3) Conceptual images to communicate to the public what has been scoped will be a major component of this work for each location, including a 3-D walk through of the proposed new South Hill library.

All Library locations:

All libraries contain many original elements (HVACs, roofs, carpets, furniture). This next phase will include rehab/replacement cost estimates to address the aging infrastructure and bring them up to date for 21<sup>st</sup> century usage.

**Design work will be necessary to develop detailed cost estimates in developing the final scopes. It is important to that the cost estimates are accurate and are based on actual designs. Architectural and Engineering Design for all locations will be necessary to accomplish the desired level of cost estimating. As a baseline South Hill will be designed to a 100% schematic design level and all other locations will be designed to a 75% schematic design level.**

All updates and new construction must meet Section 12.05.030 Sustainable Public Buildings Requirements in the Spokane Municipal Code.

Stormwater runoff code compliance

Review of existing soil reports and other applicable information for all remodel work that requires additional foundation work.

Electric vehicle charging stations will be considered where feasible.

Design for solar power to be considered where feasible

Abatement survey for all remodel work.

The following provides location specific details of remaining work this RFQ looks to fulfill. The elements identified below, for each library location, are from the 2015 Future and Facilities Study and are intended to be the starting point. Technical assessment and cost will help in the process of identifying the final scope of work that will move to design.

**Downtown Library:** Opened 1994 116,885 S.F.

Prioritizing the performance of service and spaces as a citywide hub and destination place is the main goal for the Downtown Library, incorporating specialized and flagship spaces reflecting its central place within the Spokane community.

The three floor Downtown Library Branch is home to non-public departments that support operations such as Administration, Information Technology, Public Services, and Support Services (in-house processing of materials). The Main Branch also hosts large meeting room spaces, a museum quality gallery, computer lab, wireless internet access, genealogy research and the Ned M. Barnes Northwest Room which contains historical photographs and memorabilia. A skywalk system connects this branch directly to downtown shopping and restaurants. Work is currently being done to build a large public plaza directly to the north of the library overlooking the river.

Every Monday the meeting rooms on the first floor are transformed into a courtroom and resource center. The Community Court collaboration expands the type of assistance available at the library. From 10:30 – 1:00 each Monday, meeting room 1B and the far end of the gallery space are populated with small tables that are staffed by representatives from various service agencies in Spokane. Instead of having to go to each agency separately, participants in Community Court can walk next door and talk to several service providers in one visit.

Most recently, a co-working space opened on the 3<sup>rd</sup> floor of the library. This space houses a collaborative workspace, a high-tech classroom, and a small private meeting space. Plans are being implemented to capitalize on the stunning view of the Spokane River from the third floor to build a public performance stage. The majority of books have been moved from this floor down to the second floor which now serves as a more traditional library space. These new elements serve as a window for both the public and library into the future possibilities for public libraries in Spokane.

***Elements that are expected to involve technical assessment include:***

- The first floor will need to be reconfigured to include: a music studio, a performance space facing Spokane Fall boulevard with garage doors, a collaborative space for hands-on learning or creating, creation of a new public entrance on the 1<sup>st</sup> floor from Spokane Fall Boulevard to coincide with the public plaza being built along the north side of Spokane Falls Blvd and adjacent to the Library;
  - The first floor reconfiguration would also include a marketplace of new arrivals; a storefront collaboration studio; meeting rooms with plentiful natural light that open onto outdoor terraces; a media lab and maker space that can take advantage of the enclosed, studio-like spaces on the interior of the floor;
- Create more user-friendly access and utilization of the Northwest Room located on the 2<sup>nd</sup> floor;

- Add Automatic Materials Handling area to improve material return workflow on the first and second floors.

***Elements of the remodel that Library staff will closely coordinate with the selected consultant to help develop the conceptualization and layout for the following:***

- Conceptualization of the second floor into a modern space for housing library collections;
- Utilize the skywalk entry on the second floor for a better branded experience.
- Add small group study rooms on second and third floors;
- Design a larger marketplace of materials to behave as an extension of the mall environment;
- Conceptualize the story/children's space into an imaginative environment, with views out to the Spokane River on the second floor;
- Creation of a teen area on the second floor
- Multi-purpose room technology upgrades that support a wider range of programs and group collaboration and meetings on the first floor;
- Add informal living room style gathering places throughout the building;
- Highlight elements of green building design;

**Shadle Library:** Opened 1997 17,847 S.F.

This is the largest of the five neighborhood branches and serves the north side of Spokane. It shares parking facilities with Shadle Swimming Pool operated by the City of Spokane Parks & Recreation Department. A meeting room is also available to the public. Sunday hours began in January 2015. The Facilities and Future Study recommends expanding Shadle to a 30,000 sf.facility. This expansion would nearly double its area to meet demonstrated community needs in order to better serve as the community hub for the south side of Spokane. The preliminary design work would need to confirm a single story addition to the library's current location would be possible.

***Elements that are expected to involve technical assessment include***

- Add group study rooms, a Collaboration Hub, multi-purpose Opportunity Space and a cafe style vending area;
- Create a more walkable path to and from the nearby shopping area;
- Add outdoor performance area to better utilize adjacent green space;
- Add Automatic Materials Handling area to improve material return workflow

***Elements of the remodel that Library staff will closely coordinate with the selected consultant to help develop the conceptualization and layout for the following:***

- The addition and redesign of the existing space will incorporate leading practices in 21st century library service, including Single Point of Service, marketplace-style; merchandising, flexible floor plan designs comfortable seating, ubiquitous power sources, vibrant and engaging children's areas, teen area, and multi-purpose room technology upgrades that support a wider range of programs and group collaboration and meetings;

**South Hill Library:** Opened 1996 14,984 S.F.

South Hill is the second largest of the five neighborhood branches and serves the southern portion of the service area. South Hill needs to double in size in order to meet demonstrated community needs in order to better serve as the community hub for the south side of Spokane. The existing site does not allow an adequate single story expansion and increase in parking,

so relocation to a new site is necessary. A possible site has been located. Preliminary design work would include a conceptual layout of a 30,000 sf building.

***Elements that are expected to involve technical assessment include:***

- A preferred site located at Ray Street and 27<sup>th</sup> Avenue (parcel number 35273.0703) needs to be assessed to confirm it's suitable site for a 30,000 sf building. At a minimum: a phase I ESA, utility availability assessment and drainage.
- Conceptual design and layout of a 30,000sf building
- The layout to include:
  - Group study rooms, a Collaboration Hub, Opportunity Space and a cafe style vending area;
  - New building will incorporate leading practices in 21st century library service, including Single Point of Service, marketplace-style merchandising, flexible floor plan designs, comfortable seating, ubiquitous power sources, vibrant and engaging children's areas, teen area and multi-purpose room technology that support a wider range of programs and group collaboration and meetings;
  - Automatic Materials Handling area to improve material return workflow;
  - An outdoor performance area to better utilize adjacent green space.

***Indian Trail Library:*** Opened 1998 10,600 S.F.

Indian Trail serves the northern portion of the service area. This branch is located in a developing neighborhood. A meeting room is also available to the public.

***Elements that are expected to involve technical assessment include:***

- Add outdoor performance area to better utilize green space;

***Elements of the remodel that Library staff will closely coordinate with the selected consultant to help develop the conceptualization and layout for the following:***

- Incorporate leading practices in 21st century library service, including Single Point of Service, marketplace-style merchandising, flexible floor plan designs, comfortable seating, ubiquitous power sources, vibrant and engaging children's areas, teen area and multi-purpose room technology upgrades.
- Add group study rooms

***Hillyard Library:*** Opened 1994 8,234 S.F.

Hillyard serves the northeast portion of the service area. This branch is situated on a property shared with a very busy community center. A meeting room is also available to the public.

***Elements that are expected to involve technical assessment include:***

- Create a greater physical connection to the Northeast Community Center
- Reconfigure the front entrance area to enable more public usage in the facility
- Improved visual, physical access and capacity to multipurpose room
- Develop up to three (3) conceptual layouts for an outdoor activity/reading area or opportunity space tailored to neighborhood needs

***Elements of the remodel that Library staff will closely coordinate with the selected consultant to help develop the conceptualization and layout for the following:***

- Incorporate leading practices in 21st century library service, including Single Point of Service, marketplace-style merchandising, flexible floor plan designs, comfortable seating, ubiquitous power sources, vibrant and engaging children’s areas, teen area and multi-purpose room technology upgrades.
- Add group study rooms

**East Side Library:** Opened 1995 6,394 S.F.

This is the smallest of the library branches and is situated on property shared with East Central Community Center. A meeting room is also available to the public.

***Elements that are expected to involve technical assessment include:***

- Develop up to three (3) conceptual layouts for an outdoor activity/reading area or opportunity space tailored to neighborhood needs
- Expansion of community room

***Elements of the remodel that Library staff will closely coordinate with the selected consultant to help develop the conceptualization and layout for the following:***

- Incorporate leading practices in 21st century library service, including Single Point of Service, marketplace-style merchandising, flexible floor plan designs, comfortable seating, ubiquitous power sources, vibrant and engaging children’s areas, teen area and multi-purpose room technology and capacity upgrades
- Add group study rooms,

### 3. GENERAL INFORMATION

#### 3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the Library for this procurement. All communication between the Proposer and the Library upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Andrew Chanse
Address	906 W. Main Avenue
City, State, Zip Code	Spokane, WA 99201
Phone Number	509-444-5305
E-Mail Address	achanse@spokanelibrary.org

Any other communication will be considered unofficial and non-binding on the Library. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

#### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	12/19/2017
Question and answer period	12/19/17-1/8/2018
Pre-Proposal conference (if applicable)	1/19/2018
Proposals due	1/29/2018
Evaluate Proposals	1/29/2018-2/2/2018

Conduct oral interviews with finalists, if required	2/12/2018-2/16/2018
Announce "Apparent Successful Firm" and send notification via e-mail to unsuccessful Proposers	2/19/2018
Negotiate contract	2/20/2018-3/12/2018
Library Board of Trustees approval of contract	3/12/2018
Begin contract work	3/2018

The Library reserves the right to revise the above schedule.

### 3.3 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled to be held on 1/19/2018 at 10 a.m., local time, at 906 West Main Avenue, Spokane, WA, 99201. All prospective Proposers should attend; however, attendance is not mandatory.

A copy of the questions and answers from the Pre-Proposal Conference will be sent to all potential proposers on the proposers' list. Written questions may be submitted in advance to the RFQ Coordinator. The Library shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

### 3.4 SUBMISSION OF PROPOSALS

#### A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"  
PROJECT NAME  
DUE DATE AND TIME  
COMPANY NAME

#### B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, one (1) paper copy and one (1) reproducible electronic copy (thumb drive or CD) of the Proposal to:

Spokane Public Library  
Downtown Library  
Attention: Andrew Chanse  
906 W. Main Avenue  
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

**NOTE: Proposals will not be accepted by fax or email.**

#### C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 PM local time on January 29, 2018.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The Library reserves the right to not consider Proposals received late. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

### **3.5 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the Library.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Library Committee or the Library Board of Trustees for Board of Trustees action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The Library will consider a Proposer's request for exemption from disclosure; however, the Library will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFQ Coordinator.

### **3.6 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all potential known proposers in receipt of the RFQ. [For this purpose, the published questions and answers from the Pre-Proposal Conference and any other pertinent information shall be provided as an addendum to the RFQ.

The Library also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

### **3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The Library encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

### **3.8 ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the Library from the due date for receipt of Proposals.

### **3.9 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of its Proposal as non-responsive.

The Library also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.10 MOST FAVORABLE TERMS**

The Library reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The Library reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

### **3.11 COSTS TO PROPOSE**

The Library will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

### **3.12 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the Library to contract for services specified herein.

### **3.13 REJECTION OF PROPOSALS**

The Library reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. (required by Environmentally Preferable Purchases Policy). The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response. The proposal (both technical and management) is limited the number of 50 pages, not including resumes or references.

### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with

introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former Library employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the Library.

#### **4.3 TECHNICAL PROPOSAL**

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project and the Library's goals for each site.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFQ. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of Library staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

#### **4.4 MANAGEMENT PROPOSAL**

##### **A. PROJECT MANAGEMENT**

1. **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of

management. Include who within the Firm will have prime responsibility and final authority for the proposed work.

2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Library.

#### B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: Rehabilitation work similar to what's being proposed Geotechnical investigation for stormwater facilities, environmental assessment, architectural and library space layout.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the Library to contact the list provided.

#### C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the Library to contact the references provided. Do not include current Library staff as references. The Library may evaluate references at the Library's discretion.

#### D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The Library will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## 5. EVALUATION

### 5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the Library, which will determine the ranking of the Proposals.

The Library, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### 5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

**Technical Proposal – 50%** 50 points

Project Approach/Methodology	10 Points (Maximum)
Quality of Work Plan	20 Points (Maximum)
Project Schedule	10 Points (Maximum)
Project Deliverables	10 Points (Maximum)

**Management Proposal - 50%** 50 points

Project Team Structure/ Internal Controls	15 Points (Maximum)
Staff Qualifications/Experience	20 Points (Maximum)
Experience of the Firm	15 Points (Maximum)

**GRAND TOTAL FOR WRITTEN PROPOSAL** **100 POINTS**

### 5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The Library, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the Library elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

### 5.4 AWARD OF CONTRACT

This RFQ does not obligate the Library to award a contract.

The Library reserves the option of awarding this contract in any manner most advantageous for the Library. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the Library, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The Library Board of Trustees shall make the award of contract or purchase.

#### **5.5 NOTIFICATION TO PROPOSERS**

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

#### **5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

#### **5.7 PROTEST PROCEDURE**

Following evaluation, a recommendation for award shall be submitted to the Library Board of Trustees. Award of contract, if made, shall be by the Library Board of Trustees in an open meeting. Proposers wishing to protest the award of the contract must make their protests before the Library Board of Trustees at the meeting.

### **6. CONTRACT TERMS**

**The following terms shall be included in a contract for services. The contract may include additional and/or revised terms.**

#### **6.1 BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **6.2 ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

#### **6.3 DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

#### **6.4 TERMINATION**

Either party may terminate this contract by sixty (60) days written notice to the other party.

#### **6.5 NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## **6.6 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6.7 LIABILITY**

The Firm shall indemnify, defend and hold harmless the Library, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the Library, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the Library, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the Library only, its immunity under RCW Title 51, Industrial Insurance.

## **6.8 INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the Library, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the Library.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the Library at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to Library acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **6.9 INDEMNIFICATION.**

The Firm shall indemnify and hold the Library and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement; provided that nothing herein shall require the Firm to indemnify the Library against and hold harmless the Library from claims, demands or suits based solely upon the conduct of the Library, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Firm's agents or employees and (b) the Library, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Library of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes potential liability for actions brought by the Firm's own employees against the Library and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Firm recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the Library is fully responsible for its own negligence, including negligent plant operations controlled by the Library, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

#### **6.10 DEBARMENT AND SUSPENSION.**

The Firm shall provide its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

### **7. RFQ ATTACHMENTS**

Attached to this RFQ and incorporated herein by reference are the following background documents:

Exhibit 1: Facility and Future Study

Exhibit 2: List of Facility Work Completed Since Completion of Facility and Future Study