ENOCH PRATT FREE LIBRARY

REQUEST FOR PROPOSALS FOR BROOKLYN BRANCH REFRESH

Issue Date: 11/15/2024

Pre-Bid Question Deadline: 11/22/2024 at 5:00 p.m. local time

Bid Deadline: 11/29/2024 at 5:00 p.m. local time

Enoch Pratt Free Library

Send bids to: <u>rscheuer@prattlibrary.org</u>, samantha@margaretsullivanllc.com,

jade@margetsullivanllc.com

Procurement Contact: Rachel Scheuerman, Director of Projects & Special Initiatives

Description: Interior renovation of the Brooklyn Branch, including demolition of flooring areas, installation of new flooring, the creation and installation of new interior windows, and minor exterior refresh and repairs.

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed below no later than the Pre-Bid Question Deadline indicated above. Emailed bids are due prior to the Bid Deadline indicated above and must be delivered to rscheuer@prattlibrary.org, samantha@margaretsullivanllc.com, and jade@margetsullivanllc.com. Late bids will not be accepted — NO EXCEPTIONS.

PROCUREMENT REQUIREMENTS

Section 1 – Proposal Process Timeline

Section 2 – Instructions & General Conditions

Section 3 – Scope of Work

Section 4 – Bid Form

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Section 1 – Proposal Process Timeline

Event	Location	Date(s)	Time (EST)
Bid Issue	https://www.prattlibrary.org/about-us/request-for-proposal	November 15 th	5:00 p.m.
Deadline for Pre-Bid Inquires	Email: rscheuer@prattlibrary.org , samantha@margaretsullivanllc.com , jade@margaretsullivanllc.com ,	November 22 nd	5:00 p.m.
Bid Deadline	Email Proposals to: rscheuer@prattlibrary.org , samantha@margaretsullivanllc.com , jade@margetsullivanllc.com	November 29 th	5:00 p.m.
Bid Evaluation & Shortlist Determination	Consultant will be notified by email	December 6 th	5:00 p.m.
Shortlist Interviews	Will take place via Zoom	During the week ending December 13 th	TBD
Final Evaluation	Will take place via Zoom	TBD	TBD
Notice of Intent to Award	Consultant will be notified by email	December 20 th	5:00 p.m.

Section 2 – Instructions & General Conditions

- 1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Library to reject a company's bid.
- 2. PRE-BID INFORMATION AND QUESTIONS: Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Library. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- **3. RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Library. It is the Bidder's responsibility to periodically check the Library's website at https://www.prattlibrary.org/about-us/request-for-proposal until the posted Bid Deadline to obtain any issued addenda.
- **4. BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
 - a. Bids must be submitted to the Library by <u>email</u> to <u>rscheuer@prattlibrary.org</u>, <u>samantha@margaretsullivanllc.com</u>, and <u>jade@margetsullivanllc.com</u> before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Library receives the bid prior to the Bid Deadline. Each of the proposals should be no longer than 30 pages in length, including drawings, diagrams, examples of previous work and appendices.
 - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - c. All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Library.
 - d. Bids must be held firm for a minimum of 60 days.
- **5. EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Library will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- **6. DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Library. In the event multiple bids are submitted in violation of this provision, the Library will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

- 7. **REJECTION:** The Library reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Executive Operations Coordinator that the best interest of the Library will be served by doing so. A Bidder's failure to provide any additional information requested by the Library prior to a consultant selection may result in rejection of the bid. The Library may reject any bid from any person, firm, or corporation in arrears or in default to the Library on any contract, debt, or other obligation, or if the Bidder is debarred by the Library from consideration for a contract award.
- **8.** The Library reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- **9. PROCUREMENT POLICY:** Procurement for the Library will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Library.
- 10. NON-DISCRIMINATION: Library will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 11. CONTRACT AWARD: The Library reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Library, the Consultant must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Library may recommend the award to the next qualified Bidder.
- **12. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, or safety statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the Library, might hinder or prevent the prompt completion of additional work if needed.
- **13. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.

- 14. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
- **15. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). The Library reserves the right to approve or reject any proposed subcontractor. If the Library rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
- **16.** Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between the subcontractor and the Library. The Contract will not be assignable to any other business entity without the Library's approval.
- **17. INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Consultant shall maintain, at their sole expense, insurance coverage for the Consultant, its employees, officers and independent contractors, as follows:

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1	. Workers Compensation	Statutory
2	. Employers Liability	
	A. Each Accident	\$2,000,000.00
	B. Each Employee-disease	\$2,000,000.00
	C. Policy Aggregate-disease	\$2,000,000.00
3	. Commercial General Liability	
	A. Per Occurrence	\$2,000,000.00
4	. Business Auto Liability	\$2,000,000.00

Enoch Pratt Free Library and the Mayor and City Council of Baltimore, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

- **18. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- **19.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Library personnel or competing Bidder's personnel shall be subject to disqualification.
- **20. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- **21. CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary Library approvals, including the Library's Board of Directors and Trustees approval where required, and subsequent execution of the Library's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
- **24. CHANGE ORDERS:** In the event the Library determines to change the Statement of Work to either delete or add work to be performed by the Consultant or the materials to be provided for the SOW, the Consultant shall prepare a Change Order setting forth in detail the changes to the SOW, the cost associated with the changes, and the amount by which the cost will decrease or increase. The Library shall have the right to approve or disapprove the change order.

25. SCOPE OF WORK:

- Appendix A: Project Schedule
- Appendix B: Bid Package from MSS dated 11/15/2024
- Appendix C: Specification Manual
- Appendix D: Minor Exterior Refresh and Repair
- Appendix E: ADA Updates and Improvements

Evaluation Criteria

- Responsiveness and completeness of the proposal.
- Experience and Qualifications:
 - Experience with public libraries required; preferable experience includes experience in urban environments and with aged infrastructure.
 - Demonstrated knowledge of planning, management, and evaluation skills and experience in using them.
- Technical Quality and Methodology: Approach to organizing and managing the project, and ability to document information and recommendations in a clear written format.
- Understanding of the project's objectives and scope.
- Ability to Communicate: Ability to build consensus with community stakeholders, staff & Board.
- References: Examples of completed consulting projects. Satisfaction of former clients.
- Project Management: Overall ability to accomplish a project of this nature within the proposed time schedule.
- Fee Structure: Proposed fee structure.
- Geographic location of firm/ consultant
- Minority or woman owned firm

The Library will make available to the Consultant all documentation so the Consultant is able to provide in electronic format or hard copy (As the Library deems appropriate or available).

PROCESS:

- 1) Consultant shall provide a detailed process through which they intend to manage the scope, assess the data, integrate the data, communicate the information, and make recommendations.
- 2) Consultant shall provide a schedule indicating milestones of the project at a minimum of noting dates for completion of work tasks and deliverables. Significant tasks include planning, on site inventory integration of data, facilities condition analysis, and deliverable development, deliverable review and acceptance (include deliverables of work plan).
- 3) The objective is to produce an accurate analysis that identifies all components and elements needed to create the facility program of the future.

LIBRARY RESPONSIBILITIES:

In their proposal, Consultant shall define information, services and expertise needs from the Library for the implementation of this project. Facility repair, remodeling, deferred maintenance needs, previously completed facility assessment reports and other survey information will be made available to assist the Consultant in their review and assessment. Consultant shall incorporate client supplied facility conditions data in the facility evaluation data reports. All client supplied facility data will be identified as such.

ON-SITE HOURS OF WORK:

On-site work shall be completed during normal business hours (8:00 a.m. to 5:00 p.m.) contingent on event activities.

FINAL PAYMENT:

Final contract payment is contingent upon Corporation's approval of work.

BID FORM TO FOLLOW

Section 4 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

BIDDER: Legal Business Name		
Legal Business Name		
Other Entity Name(s) (if applicable)		
License Number (if applicable)		
Primary Contact Name		
Primary Contact Position		
Primary Contact Phone Number		
Primary Contact Email		
BID: Project Total (Lump Sum Price):		
EXCLUSIONS AND CLARIFICATIONS. Pro (use additional sheets of paper as needed)	ovide a list of any exclusions and/or clarifications:	
PROMPT PAYMENT DISCOUNT:		
	ounted by%, if payment is made withindays.	
	s specified above, a Net 30 will be considered.	
COMPANY RESUME:		
Submit a company resume highlighting the (Attach as separate file)	ne company's relevant experience, qualifications, and key personne	1.
PROJECT SCHEDULE:		

Submit a project schedule with key milestones. (Attach as separate file)

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COMPARABLE PROJECTS. Provide Four (4) Comparable Projects: (use additional sheets of paper as needed)

Project Name:	
Project Address:	
Name of Company:	
Client Contact Information:	
Contract Award Value: \$	<u>-</u>
Contract Completion Value: \$	_
If Contract Award / Completion Are Different Values, Please Expl	ain Why:
Contract Completion Date:	_
Actual Completion Date:	
Brief Description of Agreement/Contract or Services Provided:	

Project Name:	
Project Address:	
Name of Company:	
Client Contact Information:	
Contract Award Value: \$	<u>-</u>
Contract Completion Value: \$	
If Contract Award / Completion Values Are Different, Please Expl	ain Why:
Contract Completion Date:	_
Actual Completion Date:	_
Brief Description of Agreement/Contract or Services Provided:	

Project Name:	
Project Address:	
Name of Company:	
Client Contact Information:	
Contract Award Value: \$	
Contract Completion Value: \$	
If Contract Award / Completion Values Are Different, Please Explai	ո Why:
Contract Completion Date:	
Actual Completion Date:	
Brief Description of Agreement/Contract or Services Provided:	

Project Name:	
Project Address:	
Name of Company:	
Client Contact Information:	
Contract Award Value: \$	
Contract Award Value: \$	
Contract Completion Value: \$	-
If Contract Award / Completion Values Are Different, Please Expl	ain Why:
Contract Completion Date:	_
Actual Completion Date:	
Brief Description of Agreement/Contract or Services Provided: _	

TO: LIBRARY

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

BIDDER QUALIFICATION STATEMENT:

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Library can rely on its accuracy and truthfulness.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with any of the above. In addition, the undersigned has completely and appropriately filled out all required forms.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Library's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Library's standards outlined in this RFP.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

INSURANCES:

The undersigned further agrees that if awarded the Contract, it will submit to the Library any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

FROM:		
Respondent's Name:		
Title:		
Signature:		