PIERCE COUNTY LIBRARY SYSTEM

REQUEST FOR QUALIFICATIONS ("RFQ") for CONSULTANT SERVICES FOR COMPREHENSIVE CAPITAL PLANNING

PART 1: INTRODUCTION, PURPOSE, TIMELINE

The Pierce County Library System (the "Library") is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 671,000.

More information about the Library, including its history, locations, services, programs, and budget may be found on the Library's website at www.mypcls.org.

PURPOSE

The Library invites proposals from qualified consultants to develop a long-range Comprehensive Capital Plan (the "Plan"). The Plan will create a road map that casts a vision for the future that community members will be excited about supporting and meets the needs of library operations from 2025 to 2045. The Plan will enable the Library to respond appropriately and effectively to changes in community demographics, technology, and emerging service expectations, aging facilities and other future needs. The Plan will include three major components:

- Utilize recently completed Facility Condition Assessments, Pierce County future growth projections, and any other modernization/enhancements in technology, fleet, sustainability, etc. needed to create a plan for the Library's future.
- Explore and identify facility partnership opportunities with local government, municipalities, private developers, etc.
- Identify different funding strategies and opportunities for the recommendations.

ESTIMATED TIMELINE

RFQ Announcement	April 26, 2024
RFQ Final Questions due to Library	May 17, 2024, 2:00 PM
Questions answered by Library	May 24, 2024
RFQ due to Library	June 3, 2024, 2:00 PM
Invitation for Interviews	June 10, 2024
Selected Interviews	June 17 to 21, 2024 (time TBD)
Notice of Intent to Award	June 28, 2024
Board approval of Purchase Order	July 10, 2024
Notice of Award	July 18, 2024

PART 2: SUBMISSION REQUIREMENTS

- 1. Submitters are expected to fully inform themselves as to the conditions, requirements, available information, and specifications before delivering a proposal. The submission implies submitter's acceptance of the terms and conditions herein, unless otherwise stated in *Part 3* below.
- 2. Submitters must provide one (1) electronic copy of the submission containing the following items:
 - a. Provide a description of the company's qualifications, credentials, experience and resources as they relate to the RFQ.
 - b. Include curricula vitae or a professional bio for each staff that will be assigned to the project. List their roles and estimated time spent on the project. Identify the principle in charge, project managers, and subcontractors or other sub-consultants.
 - c. Provide complete answers to all questions identified in *Part 4* and *Part 5*.
 - d. Provide a list of three (3) references to similar projects and services the company has performed within the last seven (7) years. A form is provided in *Part* 6.
 - e. Complete and sign the Declaration Form in *Part 10*.
 - f. Submission must be 50 pages or less, 8"x11", duplex (print on both paper sides) permitted.
- 3. The Library reserves the right for a presentation interview of the submitter for the project; this request shall be at no cost to the Library.
- 4. Submitters must be capable of performing the services specified in this RFQ and in the submissions, including demonstrating that they have the necessary experience, ability, and financial resources to perform the work within the time stipulated in a manner that is acceptable to the Library.

PART 3: INSTRUCTIONS TO SUBMITTERS

- a) Questions about the RFQ: All questions about this RFQ should be directed to: Facilities Project Manager Christina Neville-Neil, CNeville-Neil@pierceountylibrary.org. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective submitter concerning this RFQ will be furnished to all prospective submitters as an amendment to the solicitation. The Library reserves the right to share questions and answers with other submitters if it is determined that the answers would give unfair advantage to one submitter. All questions must be submitted by 2:00 PM, May 17, 2024.
- b) **Acknowledgement of Amendments to RFQs:** Submitters to the RFQ must acknowledge receipt of an amendment by signing and returning the amendment or by a written letter. Such acknowledgment must be received prior to RFQ opening.
- c) Submission: To be considered, submitters must submit electronically their proposal to:

Petra McBride, Manager of Executive Office Administration PMcBride@piercecountylibrary.org

Subject: Consultant Services for Comprehensive Capital Planning

d) Date of Submission:

Email submission can be submitted to: PMcBride@piercecountylibrary.org, no later than 2:00 PM on June 3, 2024.

Submissions or modifications to submissions received after this time will be deemed late and not considered for award and returned unopened afterwards.

- e) **Signatures:** A corporate official who has been authorized to make such commitments must sign the response. The lack of a properly submitted and signed Declaration Page may be sufficient cause for rejection.
- f) Withdrawal or Modifications of Submissions: Submitters may, without prejudice to itself, modify or withdraw its submission by written request, provided that the submission and any request is received by the Library prior to the date of submission above. Following the withdrawal of its submission, the submitter may deliver a new submission provided it is received by the Library at the address and by the date in d) above.
- g) **Rejection of Submissions:** The Library reserves the right to reject any and all submissions without penalty. Any and all submissions may be rejected for cause.
- h) **Submission Procedures and Forms:** All submitters must comply with the specifications and requirements attached. To be considered, submissions must be signed. Submitters may only submit one response for consideration. Submitters may submit additional information with their responses as desired.

- i) Submission Opening and Interview: All responses will be opened by 2:15 PM, June 3, 2024, local time. The Library will conduct interviews with selected qualified submitters between June 17 to June 21. BY SUBMITTING A RESPONSE TO THIS RFQ, SUBMITTERS UNDERSTAND AND AGREE TO BE AVAILABLE DURING THE HOURS OF 8AM AND 4PM LOCAL TIME BETWEEN JUNE 17 AND 21, TO PARTICIPATE IN A SHORT, 1 HOUR VIRTUAL INTERVIEW. THE LIBRARY WILL DO ITS BEST TO ACCOMMODATE SUBMITTER'S PREFERRED TIME SLOTS DURING THOSE DAYS. FAILURE TO INTERVIEW WILL DISQUALIFY THE SUBMISSION.
- j) Award: The contract shall be awarded to the most responsive, responsible submitter who best meets the Library's needs. Only one award will be made. Awarded consultant will be responsible for all aspects of the specifications. The Library reserves the right to waive informalities or irregularities and deviations from the RFQ, and to be the final judge as to which bid shall be accepted by the Library. Award is anticipated no later than July 18, 2024.
- k) **Public Disclosure of Awarded Submission:** All submissions will be treated with confidentiality prior to award. After award of the submission, the submission will fall under the requirement by Washington State law (Chapter 42.56 RCW) that obligates the Library to make the document available for public inspection, if requested.
- 1) Final inspection upon Award: Submitters will verify submission on all existing conditions.
- m) Contract Administrator: The administrator of a subsequent contract will be Christina Neville-Neil, Facilities Project Manager.

PART 4: COMPANY INFORMATION

Please provide information as follows, using this form or an attachment, referencing answers to each item below. Provide attachments as appropriate.

Tell us about your team:

- Professional biography for staff that will be assigned to the project, including training and/or experience applicable to this project.
- Proposed staff roles and estimated time to be spent on the project. Identify the principal in charge, project managers.
- Work to be performed by sub-consultants, and their qualifications.

Tell us about your experience:

- Your company's qualifications, credentials, experience, and resources in comprehensive capital planning for modern public institution, preferably public libraries.
- Deliverables from recent projects with similar agencies.

Tell us about your process:

- The methodology you anticipate using in conducting this project.
- Familiarity or experience with long term capital asset planning specifically in organizations of similar size.
- Timeline resulting in completion of project no later than June 2025.
- How you prefer to work with a client and how you ensure you are meeting your client's needs.

Contractor Costs

In anticipation that this project includes significant architectural and engineering consultation, cost for this project is not a selection factor. The final cost will be negotiated after the notice of intent to award is issued, and a budget will be finalized accordingly. DO NOT INCLUDE PRICING AND HOURLY RATES WITH SUBMISSIONS; INCLUSION OF SUCH INORMATION MAY CONSTITUTE AUTOMATIC REJECTION.

PART 5: STATEMENT OF PIERCE COUNTY LIBRARY SYSTEM RESPONSIBILITIES

Submitters must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of the contract. Any items not included in this statement will become the responsibility of the awarded Consultant. This includes coordination and labor required to complete all work associated with the contract as defined in this RFQ.

PART 6: REFERENCES

References: List the names and addresses of three (3) clients, for whom the submitter has provided similar services. Include dates, contact persons, and telephone numbers. Should any reference submitted by the submitter be found unsatisfactory, the Library, as its sole option, may reject that submitter's offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the response.

Company:		
Contact:		
Phone:	Email:	
Projects & Services provided:		
Link to Work Sample:		
Company:		
Contact:		
Phone:	Email:	
Projects & Services provided:		
Principal in Charge:		
Link to Work Sample:		
Company:		
Contact:		
Phone:	Email:	

Projects & Services provided:		
Principal in Charge:		
Link to Work Sample:		

PART 7: SCOPE OF WORK

The Library seeks to develop a long-range strategy and guide to address the capital needs of the district today and in the future. The plan should enable the Library to respond nimbly to societal changes, technological developments, and other changes, while also maintaining and improving core library services. The Library has a commitment to serving its diverse communities and it is important that this plan reflect equity, diversity, and inclusion.

Scope of work includes:

- Trend Analysis: Consider and evaluate national trends and best practices as they relate to Pierce County and the Library's planning needs and incorporate this broader lens in final report. Washington State, Pierce County, and other government agency reports such as transit and municipalities projections and plans should be referenced as appropriate.
- Facility Recommendations:
 - For owned buildings: Using data from the Facilities Condition Assessments provide recommendations for prioritizing into actionable steps and renovations to the current facilities
 - o For leased buildings: Provide recommendations for best utilization of the property, currently and forecasted and any alternate locations to be considered.
 - Recommendation to bring all buildings to current public library standards and best practices including interior design and FFE.
 - Recommendation to bring all buildings to current standards for environmental, technology, state or regional code requirements as well as anticipated advancements in these areas in the future.
 - o Future Footprint Assessment: Assess and make recommendations as to the appropriate size and location of the library branches within current service area, accounting for the forecasted population changes and Pierce County projections. Identify whether additional facilities are needed, recommend size & type of facilities and locations of these services. Identify any co-located facilities and alternative service opportunities in areas of existing service gaps.
- Funding Options/Scenarios: In partnership with the Library, evaluate tools available and feasibility for capital project funding and incorporate operational financial projections that reflect current revenue restrictions under Washington State Law for public library districts.
- Implementation timeline:
 - Recommend a phased implementation plan that outlines the timeline for implementing the recommendations including process, milestones, and budget projections.

Deliverables:

The Consultant will provide an electronic final report to reflect the items listed in the scope of work above that will meet the library operations from 2025 to 2045. The report serves as a useable reference of the facility standards and recommendations for future improvements.

Although the Library has set forth this Scope of Work and Deliverables as the most desirable identified outcomes of the Plan, Consultants are encouraged to propose alternative or additional process elements, or both, and a timeline based on their knowledge, experience, and successes of what will enhance the intent and improve the outcomes of these activities.

Anticipated Project Timeline and Budget

Summer 2024 Create project plan with Library project team Winter 2024/25 Conduct data gathering and engagement

Spring 2025 1st Plan Draft

June 2025 Final Draft of Comprehensive Capital Plan due

The Library is committed to the successful process and conclusion of the project, and has set the project budget to \$500,000. However, upon tentative award, the Consultant can expect to enter into negotiating the scope, process, and deliverables to ensure the project is successful and cost-effective for the outcomes desired, which may either increase or decrease the final contract value.

PART 8: EVALUATION PROCESS

An evaluation committee will evaluate the merit of proposals including qualifications, capability to perform the work, references, pricing structure and total cost, proposed schedule, process, methods, previous experience with libraries or public agencies relevant to this project, and ability to comply with the requirements of this RFQ.

Each proposal submitted stands alone and will be evaluated on its own merits for meeting the Library's requirements, terms and conditions, pricing, and overall responsiveness to this RFQ. The evaluation committee may conduct discussions with any Consultant that submits an acceptable or potentially acceptable proposal. Consultants shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other Consultant. The evaluation committee reserves the right to request the Consultant provide additional information during this process.

Failure of the Consultant to provide any information requested in the RFQ may result in disqualification of the proposal and shall be the responsibility of the Consultant

Should contract negotiations fail to end with a contract, the Library reserves the right to consider the next best responsive, responsible submission, or to reissue the RFQ.

The Library encourages qualified proposals from minority- and women-owned businesses. Resources to assist such proposers can be found at https://omwbe.wa.gov, the website for the Washington State Office of Minority & Women's Business Enterprises.

Locality

The Library is interested in Consultants who are in regional proximity and have professional knowledge of Pierce County. Regional Proximity, in this context, means substantive work has been conducted in Pierce County and distance to travel from Consultant location(s) to Pierce County is within two (2) hours using any form of transportation. All things equal, preference shall be given to Submitters who have personnel or subconsultants who reside within Pierce County or in an adjacent county.

PART 9: CONTRACT TERMS AND CONDITIONS

- a) **Non-Assignment:** The Consultant may not assign any rights or any duties under this contract without the Library's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.
- b) **Supervision:** The Consultant shall supervise and direct the work in relation to this contract using the Consultant's best skill and attention. The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this contract. The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out work in accordance to this contract. The Consultant shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
- c) Non-Discrimination and Workplace Safety: The Consultant agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The Consultant shall provide personal protective equipment as required by law. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- d) **Environmental Protection**: The Consultant shall abide by all federal, state, and local laws regarding the protection of the environment. The Consultant shall also be responsible for reporting such violations as pertain to this work to the Library and other applicable agencies upon discovery of such in a timely manner. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- e) **Severability:** The invalidity or unenforceability of any provision if any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- Indemnification and Hold Harmless: The Consultant shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this contract; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the Consultant, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the Consultant, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the Consultant to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The Consultant's obligation under this paragraph shall include indemnification for made by the Consultant's own employees or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Chapter 51 of the RCW. In the event the Library incurs any judgment, award, and or cost arising there

from including attorney's fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the Consultant.

- g) Public Records Act/Confidentiality: Notwithstanding any other provision herein, Consultant recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify Consultant of the request and Consultant will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Consultant does elect to seek such protection, Consultant will fully defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.
- h) **Termination for Convenience:** The Library for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Consultant. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Consultant shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Consultant shall be paid its costs, including necessary any reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date if termination as specifies in the Notice. The Consultant shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Consultant has any property in its possession belong to the Library, the Consultant will account for the same and dispose of it in the manner the Library directs.
- Termination for Default: In addition to termination for convenience, if the Consultant does not deliver supplies in accordance with the delivery schedule, or if the contract is for services and the Consultant fails to perform in the manner called for in the contract, the Library may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the Consultant setting forth the manner in which the Consultant is in default and the effective date of termination; provided that the Consultant shall have ten (10) calendar days to cure the default. The Consultant will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the Consultant from any of its obligations under this contract not limit the rights and remedies of the Library hereunder in any manner.
- j) **Termination for Non-Appropriation:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Library Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the Consultant. The Library's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection, the Library will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the Consultant shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Library Board of Trustees of sufficient funds to support the activities

described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

k) **Insurance:** The awarded Consultant shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u> <u>Limits of Liability</u>

General Liability Insurance \$1,000,000 each occurrence

\$2,000,000 aggregate

Automotive Liability Insurance \$1,000,000

All insurance policies shall be endorsed with the following declaration, "Pierce County Library System, its officials and employees are covered as additional insured."

1) Payments:

- The Consultant will submit monthly invoices.
- The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

PART 10: DECLARATIONS

The undersigned declares that submitter has read and fully understands the Request for Qualifications and agrees to all of the terms, conditions, and provisions contained therein, including the Scope of Work; and submitter proposes and agrees that if the submission be accepted, submitter will contract to perform in accordance with the specifications and proposals. All work shall be completed to the Library's satisfaction.

SUBMITTED BY:

Signature of Authorized Representative	Firm Name	
Printed Name	Address	
Title	City, State, Zip Code	
Date	Telephone	
	Email Address	