

D R A F T 06-10-2023

– REQUEST FOR PROPOSAL –

Lackawanna Public Library Facility Assessment
with Option for Project Design & Management Services
For the
Buffalo & Erie County Public Library

RFP #_____

June __, 2023

BUFFALO & ERIE COUNTY PUBLIC LIBRARY
1 LAFAYETTE SQUARE
BUFFALO, NY 14203-1887

SECTION 1	ADMINISTRATIVE AND CONTRACTUAL INFORMATION	3
1.1	RFP Purpose	3
1.2	Issuing Office	3
1.3	Lackawanna Public Library Organization	4
1.4	RFP Format	4
1.5	Pre-submittal Conference and Inquiries	4
1.6	Pertinent Dates	5
1.7	Proposal Preparation	5
1.8	Submittal of Proposals	5
1.9	Opening; Conformity to Specifications; Clarification Bulletins	5
1.10	Selection Process; General Criteria	6
1.11	Interviews	6
1.12	Notification of successful “CONSULTANT”	6
1.13	Conflict of Interest	7
1.14	Non-Collusion	9
1.15	Liability and Insurance Requirements	9
SECTION 2	SCOPE OF WORK & “CONSULTANT” DELIVERABLE REQUIREMENTS	11
2.1	Lackawanna Public Library Facility Assessment & Options Scope of Work	11
2.2	Ownership of Reports	13
2.3	Personnel and Firm	14
2.4	General Qualifications:	14
SECTION 3	FEE ANALYSIS	15
3.1	Fee Analysis	15
SECTION 4	PROPOSAL REQUIRED SUBMITTALS	15
4.1	Submittal Requirements	15
4.2	FEE PROPOSAL FORM	16

SECTION 1 ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1.1 RFP Purpose

The Buffalo & Erie County Public Library, hereafter referred to as “B&ECPL”, in cooperation with the Board of Trustees and staff of the Lackawanna Public Library, hereafter referred to as “LIBRARY BOARD” seeks a qualified architect/engineering consultant, hereafter referred to as “CONSULTANT” to perform a Facility Condition Assessment of the Lackawanna Public Library facility and grounds as further outlined in this Request for Proposals (RFP). These services will support the “B&ECPL” and “LIBRARY BOARD” efforts to work with the facility owner, the City of Lackawanna, hereafter “CITY” to understand the current state of the facility’s infrastructure (roof/building envelope; HVAC systems; plumbing; and electrical) and develop prioritized timelines/plans for repairs, maintenance, and replacement of components need to sustain and improve Lackawanna Public Library services into the future.

The Lackawanna Public Library is a “Carnegie Library” with Lackawanna having the distinction of being the last community to receive a library grant from the Carnegie trustees. The facility opened in 1922 and, aside from a building addition in 1937, only modest changes have been made to the facility. The Lackawanna Public Library is eligible for listing in the National Register of Historic Places.

Deferred maintenance of major building components/systems require assessment to identify capital improvement needs.

The selected firm will work closely with “B&ECPL” and “LIBRARY BOARD,” Library staff to assess the facility’s condition and develop prioritized recommendations to address the conditions found. The expected work product would deliver a detailed assessment of facility system components, life-cycle analysis, replacement costs and capital planning timing recommendations.

This RFP also provides an option for “CONSULTANT” to be engaged for subsequent detailed design, bid specification development/management and construction administration services.

1.2 Issuing Office

This RFP is issued by the Buffalo & Erie County Public Library (“B&ECPL”), which is responsible for the requirements specified in this RFP and for the evaluation of all proposals.

1.3 Lackawanna Public Library Organization

The Lackawanna Public Library is an independent municipal corporation chartered by the University of the State of New York, State Education Department. The Library's governance, pursuant to its Charter and NY State Law, is provided by a Board of Trustees appointed by the City of Lackawanna ("LIBRARY BOARD"). "LIBRARY BOARD" appoints a Director and is responsible for setting policy, approving the annual operating budget and overseeing provision of public library services in the facility.

The building itself is owned by the City of Lackawanna ("CITY"). As such, capital improvements and changes to the facility are under the prevue of "CITY."

1.4 RFP Format

The information and instructions contained in this RFP are intended to provide interested vendors with information necessary to prepare and submit proposals and accompanying materials. RFP sections include:

- Administrative and Contractual information
- Scope of Work and "CONSULTANT" Requirements
- Fee Analysis and Proposal
- Required Submittals

1.5 Pre-submittal Conference and Inquiries

There will be a pre-submittal conference held for this Request for Proposal at the City of Lackawanna prior to the due date of the submission of proposals.

WHEN: June yy, 2023, time
WHERE: Lackawanna Public Library
560 Ridge Road, Lackawanna, New York 14218

All prospective "CONSULTANTS" are urged to attend.

All inquiries concerning this RFP should be addressed to:

Kenneth H. Stone, Deputy Director - CFO
Buffalo and Erie County Public Library
1 Lafayette Square
Buffalo, New York 14203-1887
(716) 858-7170
Email: stonek@buffalolib.org

1.6 Pertinent Dates

- A. Advertisement dates: June xx, 2023
- B. Release of RFP: June xx, 2023
- B. Pre-Submittal Conference: June yy, 2023, time Eastern Time
- C. Closing Date for Inquiries: July zz, 2023
- D. Submittal of Proposals: No later than July aa, 2023 2pm Eastern Time
- E. Review of Proposals by Appointment

1.7 Proposal Preparation

The proposal should follow the format outlined in Section 4 of this RFP. Proposers should feel free to augment their responses with additional information, as they deem appropriate. Failure to follow the prescribed format for responses may result in disqualification.

1.8 Submittal of Proposals

Interested vendors should submit three hard copies (one unbound) to the individual listed in Section 1.5 on or before the Submittal of Proposal date and time specified in Section 1.6. Submittal of an electronic version in its original format on a CD or jump drive along with the hard copy is desirable. Proposers have sole responsibility to assure that their proposals are received on time.

The content of each proposal will be held in strict confidence and no details of any proposal will be divulged to any other proposer prior to proposal openings.

1.9 Opening; Conformity to Specifications; Clarification Bulletins

- A. The proposals are opened as stated in the call for proposals or as soon thereafter as reasonably possible. They are irrevocable after opening for ninety (90) days or any period specified in the call for proposals.
- B. Selection is based upon a comparison of the proposal as submitted with the requirements identified in the RFP and, where necessary, clarification bulletins.
- C. Clarification bulletins may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. Reasonable effort will be made to notify all who have submitted contact information to the individual listed in Section 1.5.
- D. If major revisions become necessary, or for any other reason, all proposals may be rejected and a new call published, subject to the discretion of "B&ECPL".

- E. Specific questions regarding the RFP may be submitted in writing to the individual listed in Section 1.5.

1.10 Selection Process; General Criteria

- A. "B&ECPL" reserves the right to reject all proposals, waive minor irregularities, and/or call for new proposals.
- B. When evaluating the proposals submitted in response to this RFP, "B&ECPL" considerations include, but are not limited to, the following:
 - [1] Proposed approach to the project.
 - [2] The cost of proposed services.
 - [3] "CONSULTANT"'s experience with similar projects/references
 - [4] Facility Assessment & related design development experience.
 - [5] The character, integrity, reputation, judgment, experience and efficiency of the "CONSULTANT" as demonstrated by their proposal and proposed project team resumes.
 - [6] Whether the "CONSULTANT" can perform the contract or provide the service promptly, without delay or interference.
 - [7] The ability of "B&ECPL" to negotiate a "not to exceed" contract with the most qualified "CONSULTANT".

1.11 Interviews

"B&ECPL" intends to interview finalists at the Lackawanna Public Library or another location to be identified by "B&ECPL". At the interview, "CONSULTANTS" are expected to present their proposal and answer questions. All "CONSULTANT" expenses for travel to Lackawanna associated with "CONSULTANT" interviews are to be borne exclusively by participating "CONSULTANT" and not by "B&ECPL".

1.12 Notification of successful "CONSULTANT"

Upon approval, the successful "CONSULTANT" will be notified in writing and a contract shall be prepared by "B&ECPL". Determination regarding exercising optional services will be made subsequent to completion and review of the Section 2 products. "B&ECPL" reserves the right to reject all proposals, waive minor irregularities, and/or call for new proposals.

1.13 Conflict of Interest

- A. [1] No officer or employee of "B&ECPL" shall have an interest in any contract with the vendor, when such officer or employee, has the power or duty to
- (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment there under,
 - (b) audit bills or claims under the contract, or
 - (c) appoint an officer or employee who has any of the powers or duties set forth above, and
- [2] "Interest" as used herein means a direct or indirect pecuniary or material benefit accruing to an officer or employee of "B&ECPL" as the result of a contract with "B&ECPL". An officer or employee of "B&ECPL" shall be deemed to have an interest in the contract of
- (a) his or her spouse, minor children and dependents, except a contract of employment with "B&ECPL",
 - (b) a firm, partnership or association of which such officer or employee is a member or employee,
 - (c) a corporation of which such officer or employee is an officer, director or employee and
 - (d) a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee. New York State General Municipal Law §§ 800 - 801.
- B. [1] The provisions of section 1.13 A. shall not apply to:
- (a) A contract with a person, firm, corporation or association in which an officer or employee of "B&ECPL" has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;
 - (c) A contract with a membership corporation or other voluntary non-profit corporation or association;

- (g) A contract in which an officer or employee of "B&ECPL" has an interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
 - [2] (a) A contract with a corporation in which an officer or employee of "B&ECPL" has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
 - (b) A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under the contracts in which such person had an interest during the fiscal year, does not exceed the sum of one hundred dollars;
 - (f) A contract with a member of a private industry council established in accordance with the federal job training partnership act (29 U.S.C.A. § 1501 et seq.) or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract. General Municipal Law § 802.
- C. [1] Any officer or employee of "B&ECPL" who has, will have, or later acquires an interest in any actual or proposed contract with "B&ECPL" of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of "B&ECPL". Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm, corporation or association, no further disclosures need be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year.
- [2] Notwithstanding the provisions of section 1.13 C.[1], disclosure shall not be required in the case of an interest in the contract described in section 1.9 B.[2], above.

1.14 Non-Collusion

A. Each proposal shall also contain the following statement subscribed by the "CONSULTANT" and affirmed by such "CONSULTANT" as true under the penalties of perjury.

- [1] By submission of this proposal, each person signing on behalf of any "CONSULTANT" certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
- (a) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other "CONSULTANT" or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the "CONSULTANT" prior to opening, directly or indirectly, to any other "CONSULTANT" or to any competitor; and
 - (c) No attempt has been made or will be made by the "CONSULTANT" to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

1.15 Liability and Insurance Requirements

A. Indemnification

The Proposer must certify that the Proposer is an independent contractor and the Proposer's firm/organization, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of "B&ECPL" and/or "LIBRARY BOARD". The Proposer shall indemnify and hold "B&ECPL" harmless from any loss, liability, damage, death or injury to any person or property, from any negligent or wrongful act or omission of the proposer, its agents, or employees, arising directly or indirectly as a consequence of any contract resulting should the proposal be accepted. The Proposer shall further indemnify, defend, and hold harmless the "LIBRARY BOARD", its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Proposer or third parties under the direction or control of the Proposer.

Should the proposal be accepted, Proposer agrees that no later than 14 days after notice of award:

Insurance shall be procured by the proposer before commencing work and maintained without interruption for the duration of the contract resulting from successful award, in the kinds and amounts specified in the attached "B&ECPL, Standard Insurance Requirements ". If the insurance is not provided in acceptable form within this period of time or lapses during the contract period, then the "B&ECPL" may immediately terminate the contract.

DRAFT

SECTION 2 SCOPE OF WORK & “CONSULTANT” DELIVERABLE REQUIREMENTS

2.1 Lackawanna Public Library Facility Assessment & Options Scope of Work

- (1) Perform a Facility Condition Assessment of the Lackawanna Public Library facility and grounds providing detailed description of the current state of the facility’s infrastructure (roof/building envelope; HVAC systems; plumbing; and electrical). Capture information of all major facility systems to the individual component level, including all components considered capital repair items. This includes HVAC, roofing, electrical, fire/life safety, plumbing, vertical transportation systems, facility envelope, ADA compliance, structural systems, shelving, furnishings, flooring, doors and hardware, surveillance systems, and site paving/grounds. Identify deficient conditions in terms of deferred maintenance and facility condition.
- (2) Specifically, the assessment will focus on the following components:
 - Heating System: Identify boilers, furnaces, and major labeled equipment.
 - Ventilation System: Identify the ventilation systems and assess overall condition.
 - Air Conditioning System: Identify the material air-conditioning components, including condensing units and major labeled equipment.
 - Roofing System: Identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe evidence of material repairs, significant ponding, or evidence of material roof leaks.
 - Electrical System: Identify the electrical service provided and distribution system. Observation and evaluation will include switchgear, transformers, and main distribution panels.
 - Lighting: Identify all lighting systems. Observation and evaluation will include all room and task/specialty lighting system types, controls, fixtures, and lamps.
 - Fire/Life/Safety (e.g., fire panels).
 - Plumbing: Identify the material plumbing systems, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems.
 - Facility Envelope: Identify the material elements of the facility exterior, to include walls, doors, windows, and fire escapes. This will also include the facade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.
 - ADA Compliance.

- Structural Components: Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.
- Shelving, Furnishings, and Flooring: Evaluate the condition of built-in and stand-alone shelving systems, furnishings, and floor coverings.
- Doors and Hardware: Evaluate the condition of all exterior and interior doors, gates, rollup door systems, and garage doors to include structural integrity of framing, hardware condition, and general functionality.
- Site Paving and Grounds: Observe and evaluate the site paving and/or components including parking surfaces, pavement, curbs, drains, sidewalks, landscaping, and irrigation systems.

(3) Inventory and provide a spreadsheet of all maintainable equipment and systems. The spreadsheet shall at a minimum provide the following information:

- Equipment or component type
- Location
- Function and area served
- Manufacturer
- Model number
- Serial number
- Age of equipment or Date Placed in Service (if available)
- Capacity, if applicable
- Estimated remaining useful life
- Condition
- Replacement Cost

Maintainable equipment includes but is not limited to the following:

- Building and HVAC controls
- Boilers
- Ducts
- Lighting
- Package HVAC units
- Major exhaust equipment
- Hot water heaters
- Air handling units and controls
- Security alarm systems and duress equipment
- Compressors/refrigeration
- Fire alarms and ancillary components
- Pumps
- Electrical service equipment

- (4) Provide a narrative report with description of systems and corresponding conditions, including digital photos of key components and deficiencies integrated into the narrative.
- (5) Develop a prioritized timeline/ plan for repairs, maintenance, and replacement of components needed to sustain and improve Lackawanna Public Library services into the future. Include an estimated cost for each system or component repair, or replacement identified. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. "CONSULTANT" will use the Unifomat system and the RS Means model for cost estimating to project costs based on local conditions to increase accuracy to better reflect the local market.
- (6) Incorporate green technology and energy efficiency improvements into recommended activities wherever reasonably feasible.
- (7) Incorporate patron comfort, ADA access and convenience features and artistic elements that enhance the visual appeal of the building into recommended activities.
- (8) Stakeholder participation and feedback will be critical to the success of this process. "B&ECPL" and "LIBRARY BOARD" and related staff must be engaged and provided opportunities for contribution of ideas and feedback. A minimum of three (3) meetings must take place to solicit stakeholder input as part of this analysis.
- (9) Present recommendations to stakeholders and refine based upon stakeholder feedback:
 - Present recommendations to "B&ECPL" "LIBRARY BOARD" and "CITY" representatives for feedback, refine results based upon said feedback.

2.2 Ownership of Reports

"B&ECPL" shall retain ownership of all diagrams, plans, reports and other documents generated as the result of these contractual services. "CONSULTANT" is prohibited from copying or distributing any of these documents or other reports developed in conjunction with "B&ECPL" without written permission of "CITY." Section 4 of this RFP outlines required organization of "CONSULTANT" submittals in response to this RFP. This section includes general and specific requirements to be addressed in submittals.

The following list of “CONSULTANT” requirements and required information to be included in submittals may be supplemented by additional information the “CONSULTANT” determines will be helpful to “B&ECPL” in determining the “CONSULTANT’s” ability to perform the work outlined in this RFP. When addressing the following requirements, “CONSULTANTS” are encouraged to augment responses with appropriate samples of work (e.g., reports, outlines, models or other visual representations, etc.) and substantive accounts of work experience with former clients for whom comparable work has been performed.

2.3 Personnel and Firm

- A. The “CONSULTANT” must provide details summarizing the education and professional experience of all personnel proposed for this project.
- B. If the “CONSULTANT” represents a firm or company with whom “B&ECPL” will contract for services, the “CONSULTANT” must provide detailed information about the firm, the number of years in business, number of employees, general financial information, number of clients, and other pertinent information.
- C. If the “CONSULTANT” intends to use subcontractor(s) for any portion of the proposed work, the “CONSULTANT” will identify the work to be subcontracted and identify the firm(s) along with a statement of their contact information and qualifications.

2.4 General Qualifications:

- A. Demonstrated ability to complete projects to the satisfaction of other clients.
- B. Demonstrated knowledge of facility assessment & related architectural design.
- C. Demonstrated excellence in written, oral and graphical communications.
- D. Ability to quickly learn about the Lackawanna Public Library’s multiple functions and how they are impacted by facility conditions.
- E. Demonstrated ability to set priorities and meet objectives on time and within budget.

SECTION 3 FEE ANALYSIS

3.1 Fee Analysis

Subject to budgetary constraints, "B&ECPL" intends to negotiate a "Not to Exceed" Agreement for design/planning services with the most qualified "CONSULTANT" based on "B&ECPL" evaluation of the proposal to address the project requirements outlined in this RFP. Selection will be based on the "B&ECPL's" evaluation of the "CONSULTANT"'s ability to address detailed requirements and "CONSULTANT" requirements identified in Section 2, as well as the "B&ECPL's" analysis of the "CONSULTANT"'s Fee Proposal as stipulated in Section 4. Upon notification, the successful "CONSULTANT" must hold to quoted price(s) a minimum of 180 days.

Should the "B&ECPL" determine that unanticipated out of scope work is needed during the course of the engagement; the consultant must provide a detailed estimate for the additional work for "B&ECPL" review and approval prior to beginning any such work.

SECTION 4 PROPOSAL REQUIRED SUBMITTALS

4.1 Submittal Requirements

The "CONSULTANT" is required to submit a proposal that includes the required and relevant information outlined in this RFP and organized in the following categories:

- A. Information / Experience of the Firm & Personnel: This section should address pertinent information about the "CONSULTANT"'s firm, include brief resumes of individuals proposed for the project including education and relevant professional work experience.

This section should also include an Employee Identification Number and a statement of the "CONSULTANT"'s non-discrimination and equal employment opportunity policies.

- B. Proposed Methodology: This section is to be based upon "CONSULTANT's" review of information in the RFP, pre-submittal conference and any additional information provided in response to questions. It must address the requirements in Section 2.1, include a proposed timeline for the entire project and should address key benchmarks for the project.
- C. References: This section addresses relevant experience that demonstrates successful performance on comparable contracts. The "CONSULTANT" is

required to provide a minimum of three references including names, titles, addresses, and telephone and fax number of individuals who can be contacted for comment on identified comparable contracts.

- D. Fee Proposal: This section addresses fee proposal requirements outlined, use the following FEE PROPOSAL FORM.

4.2 FEE PROPOSAL FORM

Not to exceed fee proposal to accomplish the scope of work listed in Section 2.1:
 \$ _____

Progress payments may be invoiced upon completion of major components listed in Section 2.1, up to 75% of the total fee. The final 25% fee payment will be made upon completion of all of the Section 2.1 tasks and acceptance of same by the "B&ECPL."

**OPTIONAL PROJECT DESIGN; BID SPECIFICATION
 DEVELOPMENT/MANAGEMENT AND CONSTRUCTION ADMINISTRATION**

Upon successful conclusion of the SECTION 2.1 services, the "B&ECPL" may elect to engage the "CONSULTANT" for detailed design, bid specification development and construction administration services for some or all of the improvements identified as needed. As the scope and estimated cost of the improvements will be developed pursuant to SECTION 2.1, total project costs are unknown at this time. Additionally, the work will likely be undertaken in phases. If "CONSULTANT" wishes to be considered for this additional work, provide your fee for full design; bid specification development/management; and construction administration as a percentage of total project construction cost for the following ranges:

Phase Construction Cost Range	Fee Percentage
Under \$100,000	_____
\$100,000 - \$200,000	_____
\$201,000 - \$500,000	_____
\$501,000 - \$750,000	_____
\$750,001 - \$1,000,000	_____
\$1,000,001 - \$2,000,000	_____
Above - \$2,000,000	_____