



Carroll County Public Library 1100
Green Valley Rd.
New Windsor, MD 21776
410-386-4500
FAX 410-386-4509
rkuntz@carr.org

Eldersburg Branch Feasibility Study

GENERAL INFORMATION FOR BIDDERS

- A. This request solicits proposals to furnish the Board of Trustees of Carroll County Public Library with architectural and design services.

OPENING DATE **Monday, December 4, 2023, at Noon EST**
Carroll County Public Library
1100 Green Valley Road
New Windsor, MD 21776

BID **Architectural and design services**

- B. To be considered, a proposal must be delivered, either by mail or email by the time and date shown in the Notice to Bidder, ALL bids received after the time and date shown in the proposal and Notice to Bidder will be returned unopened. Please note that emailed copies WILL BE accepted as bid proposals.
- C. Changes in phraseology, additions or limiting provisions not meeting the attached or noted specifications may cause the rejection of the bid.
- D. In case of doubt as to the meaning or intent of anything shown in the specifications, inquiry should be made to Bob Kuntz, Director of Operations and Innovation, 443-293-3181 or rkuntz@carr.org before the proposal is submitted. The submission of a proposal shall indicate the bidder thoroughly understands the terms of the specifications.
- E. The library reserves the right to reject any and all proposals submitted. Proposals submitted will be evaluated by a three (3) member committee.

1. AWARD OF AGREEMENTS

- A. The library will award a contract to the lowest responsible bidder who submits a responsive bid which is most advantageous to Carroll County Public Library (CCPL).
- B. Trade Discounts on Terms of Payment for prompt payment may be considered in determining the award at the sole discretion of CCPL.
- C. Any other considerations for the award will be stated in the specifications and proposal.
- D. CCPL will send written notice of its award to the successful bidder. Said notice shall constitute acceptance of the successful bidder's proposal.
- E. CCPL will notify all unsuccessful bidders in writing after the execution of a contract with the successful bidder.
- F. CCPL reserves the right to reject the bid of the apparent low bidder where the available evidence or information does not satisfy CCPL that the bidder is qualified to carry out properly the terms of the contract.

2. RESERVATIONS

- A. CCPL reserves the right to waive any informalities in bidding and to reject any or all bids.
- B. CCPL reserves the right to award agreements or place orders on a lump sum or individual item basis, or such combination as shall, in its judgement, be in the best interest of CCPL.
- C. CCPL shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work; the apparent low bidder, upon request, shall furnish all such information and data for this purpose.

3. DELIVERY

- A. Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and proposal.

4. COMPETITION

To better ensure fair competition and to permit determination of the lowest bidder:

- A. Bids which show any omission, irregularity, alteration of form, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- B. All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- C. Specifications provided are based on CCPL needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet CCPL requirements and consistent with CCPL policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5. APPROVED EQUALS

Any request for an approved equal exception to the specifications or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

6. DISPUTES

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Operations and Innovation, or his authorized representatives, shall be final and binding on both parties.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. PAYMENT

If the bidder proceeds properly to perform and complete the terms and conditions of the specifications and contract, CCPL may, at its discretion, from time to time as services are rendered, grant to the bidder an estimate of the amount already earned.

9. INSURANCE

The successful bidder shall protect, hold free and harmless, defend and indemnify CCPL, including its officers, agents and employees, free from all liability, penalties, costs, lawsuits, damages, expenses, death of any person, or damage to property of any kind, which injury, death, or damage arises out of, or is any way connected with the performance of the work under this contract.

10. SPECIFICS

The bidding requirements that are stated in the detailed specifications, the proposal form, or the special provisions will have precedence over the General Information to Bidders.

11. ETHICS IN GOVERNMENT

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the Carroll County Ethics Ordinance (Chapter No. 34 ETHICS, Carroll County Maryland Code of Public Local Laws and Ordinances) and certifies that it has no knowledge of any violation of that ordinance; that it has no knowledge of any conflict of interest which may be caused if it is awarded a contract under the Ethics Ordinance; and that it has not given as a gift (as that term is defined in the Carroll County Ethics Ordinance) to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the bidder if a disclosure of any fact which might require disqualification hereunder has been made to the Carroll County Ethics Commission prior to submission of the bid. Contact the (Carroll) County Attorney's Office if additional information is required.

12. BID AWARD PROTEST PROCEDURES

- A. Protests of bid awards must be received by the Director of Operations and Innovation in writing by certified mail not later than seven (7) working days after all potential bidders have been notified of the contract award.

- B. Protests must be fully supported with adequate technical data, test results, or other pertinent information to support the protest. At a minimum, this must include the name and address of the protestor; identification of the project for which the protest is being filed; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate the protest; and a statement of the ruling desired from CCPL.
- C. The decision of CCPL shall be final except in instances of:
 - i Violations of federal law or regulations; and/or
 - ii Violations of CCPL's protest procedure or the failure of CCPL to review a complaint or protest.

The successful bidder covenants to save, defend, keep harmless and indemnify CCPL and all of its agents and employees (collectively "CCPL") from costs and attorney's fees, charge, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the contractor completes all of the work required under the Contract, except the indemnification shall continue for all claims, including latent defects or completed operations after final acceptance of the work by CCPL for which CCPL gives notice to the contractor after CCPL's final acceptance of the work.

13. NONDISCRIMINATION IN EMPLOYMENT

(Contract Provisions)

During the performance of this agreement, the contractor or vendor agrees as follows:

- A. The contractor or vendor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor or vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor or vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- B. The contractor or vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor or vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- C. The contractor or vendor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's or vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or vendor shall furnish, if requested by CCPL, a compliance report concerning their employment practices and policies in order for CCPL to ascertain compliance with the special provisions of this agreement concerning nondiscrimination in employment.

- E. In the event of the contractors or vendors noncompliance with the nondiscrimination clause of this agreement, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor or vendor may be declared ineligible for further CCPL work.
- F. The contractor or vendor shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by him in order to carry out the terms and conditions of this agreement so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

Request for Proposal To Obtain Architectural and Design Services

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A. General Information

1. CCPL is a public library with six branches and headquarters. CCPL is a component unit of Carroll County, Maryland. The annual operating budget is approximately \$12 million. CCPL has 91,397 registered borrowers and approximately 700,000 items in its collection. In fiscal year 2023, CCPL circulated 2.9 million items. CCPL has an FTE of 160 employees.
2. CCPL's service in Carroll County began in 1863, when the Westminster Public Library was founded. The library originally operated using revenues collected through membership dues and fines. In 1949, an endowment was given, and a private corporation (Davis Library, Inc.) was founded to provide library service. In 1958, by agreement with the Carroll County Commissioners, a county-wide library system was established. The Davis Library operated as its central branch.
3. Library Services have expanded tremendously since the operation of the Davis Library. Six full-service regional branch libraries have opened: Westminster Branch 1980; Eldersburg Branch, 1983; Taneytown Branch, 1989; North Carroll Branch, 1990; Mount Airy Branch, 1992; Finksburg Branch, 2009; Exploration Commons, 2021. CCPL also provides service to family day care facilities. Library vehicles visit day care centers and remote areas of the county, and a collection is maintained at the Carroll County Detention Center. Service to nursing home residents is provided through Library Link. Administrative and system-wide support staff are located in New Windsor at 1100 Green Valley Road.
4. Library service to the South Carroll area was first provided by a 2,100 square foot branch which opened in 1968 in the Eldersburg Improvement Association Building. Growth in the South Carroll area fostered strong community support for an improved library facility.

5. The Eldersburg Branch opened as a full-service library on August 14, 1983, at first sharing the new South Carroll Multi-purpose building with the Carroll County Health Department and the Maryland State Police. In 1998, the library expanded into the vacated Health Department space. The branch was renovated in 2004 and again in 2010. With the Carroll County Sheriff's move to another space in 2015, the library took over all available space in the building, for a total square footage of 23,882.

B. Work to be Performed

1. Work in collaboration with CCPL staff and members of the community to identify community needs and service priorities for the Eldersburg Branch, located at 6400 West Hemlock Drive, Eldersburg, MD 21784.
2. Conduct a space needs and workflow analysis of the existing facility to determine optimal use of physical space to meet the library's service and collection needs.
3. Report on square footage requirements based on projected usage and needs, including but not limited to seating, collections, staff offices, technology, meeting rooms, work areas, storage, and special purposes.
4. Identify and incorporate future-focused recommendations based on best practices from successful libraries of similar size.
5. Provide ranking of the following options from most to least cost effective:
 - a. Renovate existing building and site
 - b. Raze existing building and build new on existing site
 - c. Procure new site and construct new building

C. Deliverables

The final report should address each numbered point listed in section B. Work to be Performed. The recommendations should be developed for the purpose of serving the library and community over the next 40 years. The final report must include an executive summary, an in-depth narration of the process and interpretation, and all collected data (questionnaires, surveys, statistics) as appendices. All files, records, documents, and similar items relating to the business of the library, whether they are prepared by the respondent or come into the respondent's possession in any other way, are and shall remain the exclusive property of the library.

D. Company History and References

1. Bidders must supply a brief history of the company and detail their experience with completing building feasibility studies. Provide name and experience of the partner who will be directly assisting us. At least three references of comparable projects must be supplied. Include current contact names and phone numbers. Names of libraries are preferred.

2. The purpose of this section is to demonstrate the qualifications, competence and capacity of the firms seeking to complete a building feasibility study for CCPL in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the request for proposal requirements.
3. The proposal should provide the bidder's capabilities to satisfy the requirements of the RFP. Additional data may be presented.

E. Timeline

Bidders should detail the workflow and timeline involved in the completion of this project. All work and the final report must be completed by June 30, 2024.

F. Pricing and Payment

1. The cost bid should contain all pricing and payment information relative to performing the feasibility study and producing the final report.
2. If it should become necessary for CCPL to request the selected firm to render any additional services to either supplement the services requested in the RFP or to perform additional work, then such additional work shall be performed only if set forth in the schedule of Standard Hourly Rates included in this bid.

G. Submission of Proposal

1. Bidders are requested to submit their proposals by 2:00 PM on Friday, December 1, 2023. Proposals must be delivered, either by mail or email, by the time and date shown in this Request for Proposal (RFP). ALL bids received after the time and date shown in this RFP will be returned unopened.
2. To be considered, a proposal must be received at Library Headquarters at 1100 Green Valley Road, New Windsor, MD 21776 by 2:00 PM on December 1, 2023.
3. Changes in phraseology, additions or limiting provisions not meeting the attached or noted specifications may cause the rejection of the bid.
4. Please note that emailed copies WILL BE accepted as bid proposals.
5. In case of doubt as to the meaning or intent of anything shown in the specifications, inquiry should be made to Bob Kuntz, Director of Operations and Innovation, at 1100 Green Valley Road, New Windsor, MD 21776, 443-293-3181, or rkuntz@carr.org before the proposal is submitted. The submission of a proposal shall indicate the bidder thoroughly understands the terms of the specifications.
6. Any conditions which the bidder wishes to stipulate other than those included in this RFP must be specifically stated in writing in the bidder's cover letter. If the bidder cannot

accept a provision of the RFP, it must also state in the cover letter the RFP number of the unacceptable provision. All requested forms must be completed and submitted with the RFP response. Any supporting literature should be placed in an appendix.

7. The response should include the numeration of all the specifications put forth in the RFP and should include the original wording. There is no expressed or implied obligation for the Library Board of Trustees to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
8. CCPL reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal and the selected firm's bid will be incorporated into the contract.

H. Evaluation and Selection Criteria

1. During the evaluation process the Board of Trustees and the selection committee reserve the right, where it may serve CCPL's best interest, to request additional information or clarification from bidders, or to allow corrections of errors and omissions. At the discretion of the board or the selection committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
2. The RFP will be evaluated and weighted according to the following criteria:
 - a. Understanding of mandatory project requirements and ability to meet them; feasibility of proposed schedule; proposed project approach and methodology: **40 maximum points**
 - b. References; staff qualifications and experience: **30 maximum points**
 - c. Price of services: **30 maximum points**
 - d. CCPL reserves the right to reject any and all proposals submitted.
 - e. Proposals submitted will be evaluated by a three (3) member committee.

I. Proposal Requirements

1. Submission of Proposals
 - a. The following material is required to be received by 2:00 PM EST on Friday, December 1, 2023, for a proposing firm to be considered:
 - b. A proposal to include the following:
 - i. Title page

Showing the RFP's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

- ii. Table of Contents
- iii. Transmittal Letter

A signed letter of transmittal briefly stating the bidder's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a minimum of ninety days. Additionally, certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with CCPL.

- iv. Detailed proposal

The detailed proposal should follow the order set forth in Section B, C, E, F and G of this RFP.

- c. Bidder should send the completed proposal to the following address:

Laura Bavetta, Executive Assistant
Carroll County Public Library
1100 Green Valley Rd.
New Windsor, Maryland 21776
or
email: lbavetta@carr.org

2. Proposal Terms and Conditions

- a. Receipt and Opening of Proposals

- i. Proposals for service as required by the Board of Trustees of the Carroll County Public Library will be opened and publicly read at the Library Headquarters, 1100 Green Valley Rd., New Windsor, Maryland 21776, unless otherwise noted, on December 4, 2023, at Noon. The person, firm or corporation making such proposal shall submit it at the place herein mentioned on or before the hour and day stated herein.
- ii. CCPL reserves the right to reject any and/or all proposals to consider informal all proposals not prepared in accordance with instructions, or to waive any such informalities. Any proposal may be withdrawn and resubmitted prior to the opening of proposals. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for opening.

- b. Time for Receiving Proposals

Proposals received prior to the time of opening will be securely kept. No proposal received after the time of opening will be considered. The Board of

Trustees of the Carroll County Public Library assumes no responsibility for the timely deliverance of mailed proposals.

c. Award or Rejection of Proposals

The Library Board reserves the right to reject any and/or all proposals and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of CCPL. All Instructions, Conditions, and Provisions contained within the proposal document must be adhered to. Failure to comply with Instruction, Condition, or Provision shall be deemed reasonable cause to disqualify any proposal. The Library Board also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract.

d. Quotation

If required, the firm shall insert the price per stated unit and the extension against each item in the proposal form. In the event of a discrepancy between the unit price and the extension, the unit price will govern. All proposals shall be made in accordance with form of proposal.

e. Taxes

- i. No charge will be allowed for Federal, State or Municipal Sales and Excise Taxes from which CCPL is exempt. The proposal price shall be net and shall not include the amount of any such tax.
- ii. Exemption certificates, if required, will be furnished.

The following numbers are applicable on this proposal:

FEDERAL TAX IDENTIFICATION NUMBER:	52-6015705
STATE OF MARYLAND TAX EXEMPTION:	30001144

f. Purchaser's Right of Selection

The Library Board reserves the right to reject any and/or all proposals in whole or in part, to make partial awards, to waive any irregularity in any quotation, and may reject any proposal that shows any omissions or alterations of form, additions not called for, conditions or alternate proposals, and may make any such award as is deemed to be in the best interest of CCPL.

g. Billing and Payment

Payment will be made as outlined in section G of the RFP. All invoices will be paid within thirty (30) days unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

h. Reservation and Annulments

- i. The right is reserved by the Library Board to reject any and all of the items, if in its judgment the interest of CCPL is not being served.
- ii. The Library Board also reserves the right to annul any contract if in its opinion there shall be a failure at any time, to perform faithfully any of its stipulation, or in case of any willful attempt to impose upon the Library Board, workmanship inferior to that required by the contract and any action taken in pursuance of this latter stipulations shall not affect or impair any rights or claims of the Library Board to damages for the breach of any covenant of the contract by the contractor.
- iii. Should the ownership or structure of the contracting firm change at any time during the term of the contract, CCPL reserves the right to void the contract if in the CCPL's opinion the resulting business doesn't meet the standards and qualifications under which the original firm was evaluated and approved.
- iv. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contact, the Library Board, after proper notice, reserves the right to purchase in the open market, the required service at the expense of the contractor. Should the contractor fail to complete the required work included in this contract, the Library Board reserves the right to withdraw such required work from the operation of this contract without incurring further liabilities on the part of the Library Board thereby.
- v. Should there be any question as to the intent or meaning of any part of this proposal, you should contact Bob Kuntz, Director of Operations and Innovation by November 17, 2023. Response to questions will be completed by November 24, 2023.

i. Compliance with Specifications

The firm shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services as decided by the Director of Operations and Innovation, and as described hereinafter.

j. Contract

The contents of the proposal submitted by the successful bidder and this RFP will become a part of any contract awarded as a result of these specifications. The successful firm will be expected to sign a contract with CCPL. Additional terms and provisions may be included in the contract.

k. Errors in Proposals

All firms or individuals are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the firm or individual submitting proposal's own risk and they may not secure relief on the plea of error in either omission or commission. In case of error in extension of prices in the proposal, the unit price shall govern.

l. Signature of Proposals

Each proposal must show the full business address and telephone number of the firm or individual and be signed by the person or persons legally authorized to sign contract. All correspondence concerning the proposal and contract, including notice of award, copy of contract and purchase order, will be mailed to the address shown on the proposal in the absence of written instructions of the contractor to the contrary. Proposals by partnership must be signed in the partnership's name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

m. Indemnification and Insurance

- i. The firm shall indemnify and hold harmless CCPL, their agents and employees, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense is:
 - a. Caused in whole or in part by a negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or only one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 - b. In any and all claims against CCPL or any of their agents or employees, by an employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be restricted in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
 - c. A Certificate of Insurance will be requested by CCPL as needed.

n. Miscellaneous Requirements

- i. CCPL will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal.
- ii. Firms who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. CCPL will schedule the time and location for this presentation.
- iii. The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by CCPL.