

REQUEST FOR PROPOSALS

GREAT FALLS PUBLIC LIBRARY

**PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES
FOR THE EXTERIOR AND INTERIOR REMODELING OF
THE GREAT FALLS PUBLIC LIBRARY LOCATED
AT 301 2ND AVE NORTH GREAT FALLS MT.**

Office File 1762.5



Office File 1762.5

Issue Date: November 1, 2023

Proposals to be due by 3:00 P.M. MST November 29, 2023

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REQUEST FOR PROPOSALS

GREAT FALLS PUBLIC LIBRARY (GFPL) HEREIN SOLICITS REQUESTS FOR PROPOSALS (RFP) FROM QUALIFIED, LICENSED AND RESPONSIBLE FIRMS INTERESTED IN PROVIDING GFPL WITH ARCHITECTURAL & ENGINEERING SERVICES FOR THE EXTERIOR AND INTERIOR REMODELING OF THE GREAT FALLS PUBLIC LIBRARY LOCATED AT 301 2ND AVE NORTH GREAT FALLS MT.

I. INVITATION

The Great Falls Public Library (GFPL) in Cascade County, Montana is seeking proposals from highly experienced professional architectural/engineering firms to conduct the design work for the remodel of the Great Falls Public Library based on the community feedback and assessment work done in the Library Master Plan.

The Great Falls Public Library (GFPL) makes this Request For Proposals (hereinafter referred to as “the RFP”) in order to select a qualified Architectural/Engineering Firm (hereinafter referred to as the Consultant). The Project is generally described in the “Scope of Services” (Attachment A), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

II. BACKGROUND

The Great Falls Public Library serves the informational and recreational needs of the City of Great Falls and Cascade County. The first public library in Great Falls opened in 1890. A new Carnegie building was opened in 1903 and our current building was built and opened in 1967. The collection currently contains over 120,000 items. GFPL also provides access to periodicals, microform, DVDs, CDs, and software. Our programs include children’s story hours, summer reading programs, homebound outreach program, bookmobile outreach program, public computer access, computer training, community educational and recreational events, summer music series, and monthly art exhibits. Programs serve to inform, educate and entertain, and also serve to provide an environment for public discourse. Over 20,000 individuals have GFPL cards. The library has over 8,000 visits per month and checks out over 250,000 items per year. Our computer services (WIFI, public access computers and hotspot lending) are used over 7,500 times every month. The building is 68,000 square feet.

In September of 2022, the Library completed a master planning process and adopted the Great Falls Public Library Master Plan. The Master Plan includes recommendations, general designs and cost estimates for a Library remodel. A full copy of the Master Plan is available at <https://www.greatfallslibrary.org/home/pages/master-plan-2022>

We evaluated the characteristics of the library itself and how well it has held up over time. The most critical pieces of the building required for long term occupancy, including the structural system and building envelope, seem to be in acceptable, if not ideal condition. However, much of the building's infrastructure is at the end of its useful life and is in desperate need of replacement. Additionally, the user experience is diminished due to the limited accessibility, outdated interior environment, and a lack of natural lighting that is commonplace in modern libraries. In this master plan, our team has laid out what we believe to be the most effective ways to implement the needed changes and re-engage the community with the library building in a more meaningful way. Programmatically, these recommendations include increasing the space provided for children within the library, reconfiguring the floor plates to allow for separation between quiet and loud spaces, and adding program spaces that reflects the values of the community as it stands today. Architecturally, these recommendations include updating critical building systems, like the electrical and mechanical systems, increasing accessibility through improved vertical circulation and updated restrooms, and creating physical and visual connections to the community. Exterior of the building, our recommendations include reconfiguring the front plaza and park bandshell to address security concerns and create a more welcoming, inclusive environment.

III. COMMUNICATIONS REGARDING THIS PROJECT

Please direct all communications regarding the RFP process to:

Great Falls Public Library
Project Manager: Susie McIntyre, Library Director
301 2nd Ave. North
Great Falls MT 59401
Phone: 406-453-0349
Fax: 406-453-0181
email: smcintyre@greatfallslibrary.org

All communications and/or questions concerning this RFP must be submitted in writing via email only. The deadline for questions is listed in Section IV RFP SCHEDULE. Written responses will be prepared by the Library and posted on the City of Great Falls website by the date listed in Section IV.

The Project Manager is the only individual who can be contacted regarding the Project before proposals are submitted. Changes to this RFP will be made by formal written correspondence issued by the Library and posted on the City of Great Falls bid website.

IV. RFP SCHEDULE

The following is the anticipated schedule for the RFP process:

Issue RFP:	November 1, 2023
Last Day to Submit Questions:	3:00 p.m. MST November 15, 2023
Written Responses to Questions:	November 17, 2023
Due Date of Proposals	3:00 p.m. MST November 29, 2023
Proposal Ranking scores sent to consultants and interviews scheduled	Week of December 18
Interviews and consultant selection	January 2-10th
Fee Negotiation	Finalized by February 2nd
Selected Consultant to Provide 2 Original Copies of Signed Contract and Required Insurance	February 7
RFP Agreement is Awarded	February 20, 2024
Notice to Proceed	February 22, 2024

V. SUBMITTING A PROPOSAL

The Consultant shall submit seven (7) copies; and one (1) electronic copy in PDF format on a thumb drive. All proposals shall be sealed, and properly labeled, with the name of the Consultant. The estimated fee schedules shall be included in a separate sealed envelope. Submit proposal packages to the following:

Great Falls Public Library –
Proposal for: Library Remodel Design Office File 1762.5
Project Manager: Susie McIntyre, Library Director
301 2nd Ave. North
Great Falls MT 59401

Sealed proposals must be received at the above address by the time and date indicated in Section IV (RFP Schedule). Proposals received after the scheduled time and date will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the Consultant. Faxed and E-Mailed proposals are **not** acceptable.

The Library reserves the right to reject any and all Proposals, to waive any irregularities in a Proposal, or to accept the Proposal(s) which in the judgment of the proper officials is in the best interest of the Library. The Library reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Request for Proposal. The Library does not guarantee that any Proposal will be awarded as a result of this RFP. In the event that an Agreement award is made but the Agreement is not executed, the Library does not guarantee that the Agreement will be re-awarded.

VI. PRE-PROPOSAL CONFERENCE

The Library will NOT have a pre-proposal conference meeting for this project. Refer to Section X.

VII. PROPOSAL FORMAT

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section VIII, "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary – The Executive Summary should include a clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal and the project contact information, identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed service. Include a statement of project understanding that clearly states the project objectives, scope of the services necessary to successfully complete the project, and the project challenges.
2. Scope of Services – Describe in detail how services will be provided. The selected Consultant shall be responsible for the entire design. The final design should identify the anticipated tasks and deliverables on a project schedule, and identify the lead staff that will be responsible of each task. Include a summary of a project-specific quality management plan. The summary must include a discussion of the technical document review process; identify what documents/tasks will be subject to the plan; and a listing of qualified peer reviewers.
3. Experience – Describe background and related experience demonstrating ability to provide the required services, primarily related to previous Library and public building remodels. Consultants shall provide information related to permitting experience. In addition to listing projects the consultant shall provide pertinent information to describe any special challenges or situations encountered during design, bidding and construction related to permitting and how these special situations were handled in order to deliver a successful project.
4. References – List references from contracts similar in size and scope. GFPL is particularly interested in contacting clients within the state of Montana and within our region. Provide client name, facility name, and contact person with e-mail address and phone number. Consultants shall have served as the prime consultant. Only U.S. projects will be considered.

5. Personnel Listing – Show involved individuals with resumes and provide specific information detailing background and related experience of key personnel specifically assigned to the Project. Include any certifications earned, special training taken, and memberships in professional groups. Identify location of office for each significant team member. Include descriptions of specific projects that show relevant experience similar to the proposed Project. Sub-Consultants should also be listed.

6. Cost/Fees – Consultant shall provide a schedule and fee based on the items provided within the scope including a description of how costs were determined. Estimated fee for the project must show total project cost and the breakdown per task;

- A. Fee for all work necessary for the entire design phase.
- B. Estimated engineering fees for design.
- C. Estimated Fee for construction management services for each phase.

Estimated fee schedules for the project must be in a separate sealed envelope.

It is the Library’s goal to have the final design report completed by July 18 and the construction documents ready for bid by August 31.

VIII. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT

Proposals will be reviewed by an Evaluation Panel made up of representatives of the Great Falls Public Library, Great Falls Public Library Foundation, City Engineering and other City Staff assistance as might be required. After receipt and review of the written proposal, GFPL may elect to have the proposal presented in person, or clarifications submitted in writing.

Consultants shall not assume that any information shared with GFPL prior to this RFP will be considered in the Evaluation process of the RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. Evaluations will be based on the required criteria listed in Section VII “PROPOSAL FORMAT”, and the following:

- A. Past Performance, Technical Experience & Technical Capabilities: qualifications and experience of company and staff (includes a review of references) with:
 - 1.) Library and/or public building remodeling;
 - 2.) Working with different agencies and departments to obtain necessary permits;
 - 3.) Preparation of cost estimates for projects of similar size and scope (including ability to divide out cost estimates for grant purposes such as ADA improvements and energy efficiency improvements); and
 - 4.) Construction administration and oversight for projects of similar size and scope.

- B. Location of Consultant office and key personnel, and availability of staff for project and beyond;
- C. Knowledge and Project approach
 - 1) The firm’s familiarity with the Great Falls area;
 - 2) How well the Scope of Services offered meets the Library’s objectives;
 - 3) Organization and management approach and involvement for a successful project;
 - 4) Quality, thoroughness, and clarity of proposal;
- D. Cost of service proposed; and
- E. Insurance coverage as defined for the services. (see Professional Services Agreement Appendix B)

A formal Presentation and/or Interview may be requested of the “short listed” Consultants. Specifically, GFPL requests that the Consultant’s Project Manager assigned to the proposed project team lead the Presentation and the actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

The Presentation and/or Interview of the “short listed” Consultants will consist of the following elements:

1. Discussion of the Consultant’s approach to providing services for this Project based upon the Scope of Services described herein; and
2. Overview of the Consultant’s experience and qualifications as related to the Scope of Services, including qualifications and experience of assigned staff.

The Evaluation Panel will schedule and arrange for the presentations, if needed.

IX. CONTRACT

The contracting parties will be the City of Great Falls/Great Falls Public Library and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the Library to give favorable consideration to the successful consultant for design and engineering design and construction management portion of the project.

X. ADDENDUM TO THE RFP

If any addendum is issued for this RFP, it will be posted on the City and Library website. The Library reserves the right to cancel or amend the RFP at any time.

XI. SITE VISITS

Consultants may make an appointment to visit the project site in reference to the services to be provided. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this condition could result in the rejection of the proposal. Coordinate site visits with the Project Manager.

ATTACHMENT A SCOPE OF SERVICES

SCOPE OF A & E SERVICES REQUIRED:

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work.

Project Overview

The purpose of this project is to generate Architectural/Engineering designs for the remodel of the Great Falls Public Library based on the community feedback and assessment work done in the Library Master Plan. Full Library Master Plan available at:

<https://www.greatfallslibrary.org/home/pages/master-plan-2022>

Master Plan Facility Assessment Summary:

- Overall, the library is undersized. The layout and space allocations of the library aren't aligned with current needs/usage and lack accessibility
- Youth space(s) are VERY undersized for the library/community
- Park to the rear is too disconnected from the library and has lots of issues related to resident behaviors
- Much of the building's infrastructure is at the end of its useful life and in need of replacement

Master Plan Recommendations to Address Issues:

- Remodel Library
 - Update critical building systems including electrical and mechanical systems
 - Increase accessibility through improved stair/elevator access and updating restrooms
 - Redesign Library spaces to align with community needs
 - Increase energy efficiency
- Reconfigure front plaza and park bandshell to address security concerns and create a welcoming environment

The scope of work to be provided by the Consultant shall include, but is not limited to, the following listed activities:

1. Review the existing Library Master Plan and confirm Facilities Analysis
 - a. Identify deficiencies in the existing building and grounds, including service areas, utility systems and infrastructure, technology, telecommunications, and health and safety conditions.
 - b. Identify potential improvements to current level of energy and resources conservation and overall sustainability. Identify potential for additional sustainability improvements.

- c. Make recommendations for optimal space utilization, arrangement and configuration of existing facilities, focusing on future uses of existing library spaces.
 - d. Identify comprehensive projected capital needs for all aspects of design, construction, remodeling, and operation of facilities
2. Develop finalized designs for the Project which meets GFPL requirements. GFPL remodel must be meet all requirements under the Americans with Disabilities Act (ADA) and applicable Montana Building and Fire Codes.
 - a) Provide a set of construction documents including drawings and specifications meeting the City of Great Falls public bidding standards
 - b) Provide complete construction contract documents for the Project with professional seals and signatures in accordance with City of Great Falls, Cascade County and State of Montana requirements
 - c) Provide a final design report
3. Develop an itemized budget of the Project. Budget will include cost breakdown for specific aspects of the remodel so that GFPL can apply for grants to fund specific aspects of the construction. (e.g. all work done to meet ADA requirements, all work done to improve energy efficiency etc.)
4. Respond to all comments and resolve outstanding design issues at various phases by taking appropriate action in the design of the project including creating a remodel plan within the projected funding capabilities of GFPL.
5. Represent GFPL by presenting necessary oral and/or graphic presentations to the Library Board, City of Great Falls or Cascade County.

Following Design and Budget approval by GFPL, GFPL may authorize the design team to move forward into the remainder of the design contract which includes but is not limited to, the following services.

6. Provide services to assist GFPL in the bidding and awarding of the construction contract.
7. Upon acceptance of an approved bid award, provide Construction Administration services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and _____, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services as defined in the Library Remodel Design Request for Proposals and the Library Remodel Design Proposal submitted by the Consultant.

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of _____ DOLLARS (\$) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. Insurance: Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation and Professional Liability, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis." Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,500,000 per occurrence \$3,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits

5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: **Approved** **Denied**

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City's designated liaison with Consultant is _____ and Consultant's designated liaison with City is _____.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City

of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.