REQUEST FOR PROPOSAL (RFP)

July 1, 2013

RFP TITLE: FPL SP/R 2013-A

RFP SUBJECT: Fairport Public Library Space Plan and Renovation Study

SEALED PROPOSALS: Fairport Public Library Director
SHOULD BE SUBMITTED ONLY TO: 1 Fairport Village Landing
Fairport, NY 14450 / Phone (585) 223-9091

SEALED PROPOSALS DUE DATE AND TIME: by no later than Friday July 26, 2013 @ 1:00 P.M.
prevailing local time (Fairport Library clock)

All inquiries and questions should be made in writing and forwarded to Betsy Gilbert, Library Director, via email to betsy.gilbert@fairportlibrary.org by no later than 5 p.m. on July 22, 2013.

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal. Please type or legibly print all information.

FULL LEGAL NAME & ADDRESS OF Offeror:

Company’s Legal Name ___________________________ By: ___________________________

Authorized Representative - Signature in Ink

Name: ___________________________

Title: ___________________________

Zip: ___________________________ Date _____________

Phone: ___________________________ Email: ___________________________

FAX: ___________________________
<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT</td>
<td>3</td>
</tr>
<tr>
<td>GENERAL</td>
<td>3</td>
</tr>
<tr>
<td>COMPETITION INTENDED</td>
<td>3</td>
</tr>
<tr>
<td>RIGHTS OF THE FAIRPORT PUBLIC LIBRARY</td>
<td>3</td>
</tr>
<tr>
<td>PRE-PROPOSAL CONFERENCE</td>
<td>4</td>
</tr>
<tr>
<td>SCOPE OF WORK AND REQUIREMENTS</td>
<td>4</td>
</tr>
<tr>
<td>CONTRACT PERIOD AND RENEWAL OPTIONS</td>
<td>7</td>
</tr>
<tr>
<td>SUBCONTRACTORS</td>
<td>7</td>
</tr>
<tr>
<td>AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP</td>
<td>8</td>
</tr>
<tr>
<td>CONTRACT DOCUMENTS</td>
<td>8</td>
</tr>
<tr>
<td>PROPOSAL PREPARATION</td>
<td>8</td>
</tr>
<tr>
<td>PROPOSAL SUBMISSION REQUIREMENTS</td>
<td>9</td>
</tr>
<tr>
<td>PROPOSAL EVALUATION CRITERIA</td>
<td>10</td>
</tr>
<tr>
<td>BASIS OF AWARD</td>
<td>11</td>
</tr>
<tr>
<td>NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS</td>
<td>11</td>
</tr>
<tr>
<td>TAX EXEMPTION</td>
<td>12</td>
</tr>
<tr>
<td>STANDARD PROVISIONS</td>
<td>12</td>
</tr>
<tr>
<td>ATTACHMENT A</td>
<td>17</td>
</tr>
</tbody>
</table>
SUBJECT
Fairport Public Library is soliciting proposals from qualified architectural/engineering firms to perform a space/renovation plan for the library and prepare a final detail plan with appropriate pre-bid documents and estimated cost for renovations at 1 Fairport Village Landing as is further described herein.

GENERAL
ACCESS TO RFP UPDATES: This RFP and any addenda are available on the Fairport Public Library’s website: www.fairportlibrary.org. The link which contains RFP/Proposal information is on the home page.

Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within four (4) days before the closing of the RFP. Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP. All addenda must be signed and submitted with your proposal.

All questions shall be directed only to:
Betsy Gilbert, Library Director
Fairport Public Library
1 Fairport Village Landing, Fairport, NY 14450
betsy.gilbert@fairportlibrary.org Phone: 585.223.9091

Oral answers will not be authoritative.

The Library is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the Library.

ACCEPTANCE OF PROPOSALS - BINDING 120 DAYS: All proposals submitted shall be binding for a one hundred and twenty (120) calendar days following solicitation opening date, unless extended by mutual consent of all parties.

CONTACT RESTRICTED - No Offeror shall initiate or otherwise have contact with any Library representative or employee, other than the Director or the Director’s designee concerning or related to this RFP, after the date of this solicitation’s release and before award or cancellation of this RFP except with the foreknowledge and permission of the Director or his/her representative. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.

COMPETITION INTENDED
It is the Fairport Public Library’s intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror’s responsibility to advise the Library Director, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

RIGHTS OF THE FAIRPORT PUBLIC LIBRARY
A. Among the indisputable rights of the Fairport Public Library specified herein, the Fairport Public Library, at its sole discretion may:
1. cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities.
2. issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposal hereunder, in consideration of the Fairport Public Library’s knowledge and/or evaluation of each Contractor’s qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the Fairport Public Library.
3. add, delete or change services, requirements, frequency of service, or other factors related to the work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
4. use any or all ideas presented in reply to this RFP.

B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the Fairport Public Library.

PRE-PROPOSAL CONFERENCE
There will be a non-mandatory Pre-proposal conference to be held on July 8th at 11:00 am, Fairport Public Library, 1 Fairport Village Landing, Fairport, NY 14450. The purpose of the Pre-Proposal conference is to provide prospective Offerors an opportunity to familiarize themselves with the Fairport Public Library facility and, if applicable, provide clarification and guidance on other aspects of the RFP. Since oral responses are non-authoritative, including questions posed at the Pre-Proposal conference, all questions derived from the Pre-Proposal conference must still be submitted in writing by the deadline for questions specified herein. While attendance at the Pre-Proposal meeting will not be a prerequisite for submitting an offer, prospective Offerors who intend to submit a proposal are encouraged to attend.

SCOPE OF WORK AND REQUIREMENTS

A. Purpose
The Fairport Public Library Board is seeking to enter into a contract with a qualified architectural/engineering firm to provide the following services for the library:
1. Develop a detailed space plan for the most efficient utilization and modernization of the current library facility (two floors).
2. Plan and provide estimated costs for the needed updating of the structural (interior and exterior), mechanical, electrical, plumbing, fixtures and furnishings of the library, including making the facility more technologically functional and flexible.

B. General Requirements
1. The Contractor shall furnish and provide all labor, supervision, materials, resources and expertise, to ensure proper delivery of services and deliverables as specified herein.

2. DELIVERABLES - Time of proposed delivery and/or submission of deliverables shall be stated in number of calendar days. General terms such as "immediately" and "as soon as possible" may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.

C. Introduction and Overview of Project
The Fairport Public Library (located at 1 Fairport Village Landing, Fairport, NY) seeks consulting services to support a space planning project to identify the most efficient and functional arrangement for the library’s collections and services, and also to identify potential repurposing and renovations of the existing library footprint.

D. Background
About the Library
Fairport Public Library, located in the Village of Fairport on the bank of the Erie Canal, is a school district library. It is chartered to serve the approximately 40,174 residents of the Fairport Central School District, who
vote directly on the library’s budget and elect the Library Board of Trustees. The community of Fairport is a suburb of Rochester, NY and encompasses the Town of Perinton and the Village of Fairport. Fairport Public Library is a member of the Monroe County Library System made up of 33 member libraries. This system provides an automated circulation system and online catalog, electronic resources and interlibrary loan materials to all system libraries. Additional cooperative relationships of the Fairport Public Library include those with the Village of Fairport, the Perinton Historical Museum, and the school libraries of the Fairport Central School District.

Library Mission Statement

The Fairport Public Library, using both its resources and those available through the Monroe County Library system, provides equal access to educational, informational, and recreational resources for the residents of the Fairport Central School District with professional, courteous and friendly service. The library is an integral and cooperative part of the community, promoting the concept of lifelong learning while maintaining sound fiscal management.

Library Services

The library has currently houses a collection of approximately 120,000 volumes, 18 Internet computers, 10 catalog workstations, a large meeting room, a story hour room and a small conference room used for small group meetings. The library offers a variety of programs for all age groups: story hours, bridge lessons, teen craft programs, 3 different book discussion groups, and programs for job seekers every month; and many more. Free Wi-Fi is available throughout the library and there are numerous tables and chairs for quiet study or group work.

Annual statistics for the January 1, 2012 – December 31, 2012 calendar year include:
- 797,631 in circulation (includes all formats and electronic materials)
- Open 65 hours week; 68 hours from October 1 through April 30
- 341,533 visits
- 93,882 website visits
- 27,488 registered borrowers
- 2,744 new cards issued
- 40,193 reference questions answered
- Approximately 120,000 item collection, including books, DVDs, audiobooks, e-Books, e-audiobooks, graphic novels, framed prints, magazines, and CDs
- 1,018 public programs with over 30,845 people attending; outreach programs to various community groups such as schools and day care centers
- July 1, 2012 - June 30, 2013 annual budget of $2,524,325

E. Selected Problematic Issues Within Current Facility:
- Space shortage in most departments, teen services, fiction, nonfiction, audiovisual
- Insufficient space for both staff and the public for tutoring, programs, and meetings
- Lack of space generally for the community to use the library
- Need for updating carpeting, furniture, and improve the general appearance of the facility
- Need for updating the infrastructure of the facility, including mechanicals and technology
- Insufficient wiring for technology expansion (both electrical and data outlets).
- Aging elevator and ADA compliance issues
- Noise abatement

F. Objectives

1. Complete a library space and utilization study of existing service patterns, furniture upgrade and placement, and shelving arrangement.
2. Provide an analysis to identify needed changes, with potential repurposing, and reorganizing options;
3. Draw on information developed in the above tasks to prepare a draft Renovation Plan that includes detailed information concerning public and staff space, technological and programmatic services, with cost information and recommendations for implementation.
4. Provide better public access to the library facility and services.
5. Meet all code requirements
6. Be sensitive to the fiscal prudence and leverage technologies that maximize operational efficiencies.
7. Meet any project approval requirements by the New York State Dept. of Education and any other local and state agencies that may require approval.

G. **Scope of Services**

The scope of services should include, but not be limited to:

1. Review existing documents including the 2013 existing condition study completed by SWBR; current Fairport Public Library Long Range Plan; the 2008 survey conducted by Zogby International; results from the 2008 Community focus groups; the 2005 SWBR library expansion feasibility study; the 2004-2005 community survey; the 2004 LeChase building condition report, and the 2003 space study.
2. Gather data regarding preferred library services. This effort shall include:
   a. Public meetings: Hold a minimum of two public meetings early in the project to gather input from the community with regard to the future development of library programs, services, collections, and facilities. Also, hold at least one meeting with the public to hear comments on a draft Renovation Plan. The successful Offeror will be responsible for advertising and conducting the meetings and recording and analyzing the results.
   b. Facilities & Services Committee meetings: Meet with the committee a minimum of five times: at project start up, 25% update, 50% update, 80% update at which a draft Renovation Plan will be presented, and for final approval.
3. Recommend facility reorganization and renovation approaches that meet the identified future needs, service levels, priorities, goals and objectives.
4. Develop preliminary conceptual designs for a renovated library. The preliminary conceptual designs will show all interior rooms, with shelving and furniture layout.
5. Provide detailed cost estimates of proposed renovations, including (but not be limited to) all architectural, engineering, construction, furnishing, and other related costs identified in the recent SWBR Study.
6. Formally present the draft Renovation Plan to the Library Board of Trustees. The Library Board will review and comment on the draft Renovation Plan and has final approval of the Plan before it is presented to school district residents for a vote.
7. Provide other special consultations, miscellaneous duties and optional services as directed and negotiated.
8. Provide pre-bid documents and estimated costs of renovation.

The above list is intended to enhance the statement of work and is not intended to limit the respondent’s description of the project’s process or services provided.

Completion of the project must be before January 31, 2014.

H. **Deliverables**

The following items must be delivered as part of the project:

1. Provide the Fairport Public Library with one electronic copy in pdf format of the PowerPoint presentation for each aspect of the project;
2. Provide 2 complete sets of presentation boards which can be used in a public information campaign to inform the community of the Library’s plans for a library renovation. The presentation board will include two complete sets of color floor plans, furniture lay-outs, elevations, and perspective drawings of the renovated library. All plans will be clearly labeled to indicate that they are conceptual designs only.
3. Provide monthly progress reports to the Facilities & Services committee on pre-determined dates.
4. Provide 15 hard copies and one electronic file in pdf format of the final draft Renovation Plan.

I. Proposed Project Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>MILESTONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before Monday, July 1, 2013</td>
<td>RFP advertised, distributed and issued on <a href="http://www.fairportlibrary.org">www.fairportlibrary.org</a></td>
</tr>
<tr>
<td>Monday, July 8, 2013 11:00 a.m.</td>
<td>Pre-proposal conference at library</td>
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<tr>
<td>Monday, July 22, 2013</td>
<td>Deadline for questions</td>
</tr>
<tr>
<td>Friday, July 26, 2013 1:00 p.m.</td>
<td>Closing date for receipt of written proposals</td>
</tr>
<tr>
<td>Monday, July 29 – Tuesday, Aug 6, 2013</td>
<td>Evaluation of Qualifications and oral interviews with Offerors if necessary.</td>
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<tr>
<td>Tuesday, Aug 13, 2013</td>
<td>Approval at monthly Library Board meeting</td>
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<td>Wednesday, Aug 14, 2013</td>
<td>Contract begins as soon as contract is prepared and signed</td>
</tr>
</tbody>
</table>

J. Contractor Responsibilities

1. The Offeror must provide a list of names and addresses of references for which similar services have been provided, which shall include a title and phone number for a contact person.
2. The Offeror must provide a copy of its current business license, if applicable, and insurance certificate.
3. Offeror must hold any and all licenses and authorizations necessary in New York State to provide services for which they are selected. It is the firm’s responsibility to notify the Library immediately, in writing, in the event that it is no longer licensed or authorized to act in the capacity for which they are selected.
4. In general, no agreement will be permitted that would compromise an offeror’s ability to provide services or that could be reasonably perceived by the Library as a conflict of interest. Offerors must alert the Library Director, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the Library, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

CONTRACT PERIOD AND RENEWAL OPTIONS

1. The proposed contract’s term shall cover the period from the date of award through the sooner of the date of completion of all work (preferably the end of November, 2013) or January 31, 2014.
2. Contract may be extended by mutual written agreement between the parties, except as otherwise provided herein.
3. The Library may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

SUBCONTRACTORS

A. In the event that the Offeror desires to subcontract some part of the work specified in the solicitation or contract, the Offeror shall furnish the Library the names, qualifications, and experience of the proposed subcontractors and the percentage of the work under any resultant contract to be performed by each.
B. The Library reserves the right to reject the successful Offeror's (Contractor's) selection of subcontractors.
C. No portion of the work shall be subcontracted without prior written consent of the Library.
D. The Contractor shall remain fully liable and responsible for: supervising and directing the work to be done by his/her subcontractor(s) including those persons either directly or indirectly employed by Contractor and shall assure compliance with all the requirements of the contract; payment to; performance, acts and omissions of their subcontractors, partners and of all persons employed by them and to assure that the subcontractor(s) insurance is in compliance with the requirements of this
solicitation and for assuring that all sub-contractors, partners, and/or others furnished by or acting at Contractor’s direction or on Contractor’s behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.

E. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of New York State.

F. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

G. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the Library.

AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Library of such error in writing and request modification or clarification of the document. The Library will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the Library’s website, www.fairportlibrary.org.

B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal.

CONTRACT DOCUMENTS

A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded inclusive of any terms, conditions and/or provisions that may be changed, added to, deleted, or modified as may be agreed to between the Library and the Offeror during negotiations.

B. Other documents which shall be become a part of any resultant contact include but are not limited to:
   1. Offeror’s Proposal and any modifications accepted by the Library
   2. Proposal clarifications; responses to questions/issues.
   3. Documents submitted in conjunction with oral discussions/presentations.

C. This solicitation contains terms and conditions the Library favors and intends to use in any resultant contract. The Library reserves the right to negotiate any and all exceptions in its best interest.

PROPOSAL PREPARATION

A. Before submitting a proposal, the Offeror must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.

B. The RFP cover page must be completed as required, signed in ink by Offeror’s representative with the AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT, and returned with the proposal.

C. All information requested must be submitted. Proposals which are substantially incomplete or lack key information may be rejected by the Library at its discretion. Proposal contents should be arranged in the same order and identified with headings as presented herein.

D. The Library reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited Offeror to best serve the interest of the Library.

E. Failure to submit all information requested may result in the Library Director requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Library at its discretion.

F. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Unnecessarily elaborate proposals, brochures of other presentations, expensive paper, bindings, visual and other presentation aids beyond that sufficient to present a complete and effective proposal are neither required nor desired.
G. Each copy of the proposal should be bound in a single volume. The Library encourages the use of recycled goods, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

H. The Library will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes.

PROPOSAL SUBMISSION REQUIREMENTS

A. Specific Requirements

1. Offerors are required to submit six (6) complete hard copy proposal packages consisting of one (1) original (clearly marked as such on the cover of the proposal package) and five (5) copies of each proposal to include the information and format described herein.

2. Submit proposals in the order outlined below. Each section should be separated by tabs, clearly labeled and with pages numbered.
   a. RFP Cover Page - First Page of this RFP, completed and signed in ink by person authorized to bind the company.
   b. Proposal - addressing details in “Scope Of Work and Requirements” to include: Offeror's qualifications and ability to fulfill the services required, Information that addresses how Offeror would fulfill the requirements, etc. Include and clearly mark any proposal from that prescribed in the Scope of Work.
   c. Detailed Cost Proposal
   d. References- Provide a minimum of three (3) commercial or governmental references (in addition to the Library if applicable) who could attest to the Offeror’s past performance to provide product/services similar to those required for the contract. The list should include company or public body name, contact persons, telephone numbers and email addresses. Firms may also attach any recommendations and/or evaluations from current or previous clients that demonstrate success with similar assignments.

3. The Library reserves the right to accept, reject and/or negotiate proposals as submitted including any proposed change(s) in the scope, terms and conditions or other provision of this RFP.

B. General Requirements

1. Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number, RFP title, and the date/time proposals are scheduled to be received. Proposals are to be submitted by mail, courier or delivered in person ONLY to:
   Fairport Public Library Director
   1 Fairport Village Landing
   Fairport, NY 14450
   Phone (585) 223-9091

2. The Library is open for the receipt of proposal from 9 AM until 5 PM, Monday through Friday (excluding Library holidays). The Library is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.

3. The time of receipt shall be determined by the time the hard copy proposal is signed in at the Library. Offerors are solely responsible for ensuring that their proposal is stamped by Library personnel.

4. Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will not be accepted or considered.

5. The Library is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-Library mail system or delivery by other means. Offerors are solely responsible for ensuring that their proposal is received and stamped by Library personnel by the deadline indicated.

6. The Library, and its officers or employees will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

7. If the Library declares an administrative or emergency closing, scheduled receipt of proposals will be extended to the next business day.
8. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.

9. Questions regarding this solicitation must be in writing and received by no later than four (4) business days prior to the RFP closing date. No inquiries, if received by the Library Director in less than four (4) business days of the date set for the opening of proposals, will be given any consideration. Any material interpretation of a specification, as determined by the Library Director, will be expressed in the form of an addendum which will be sent to all prospective Offerors and/or posted on the Library’s website (www.fairportlibrary.org) no later than four (4) days before the date set for receipt of proposals. Oral answers will not be authoritative.

10. **Offerors are solely responsible for checking the Library’s Website to insure that they have the most current information regarding the RFP.**

11. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to reread their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the offeror will be required to perform if its proposal is accepted.

12. Conditional proposals are subject to rejection in whole or in part.

13. Under no circumstances shall an offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

14. All RFP materials are considered non proprietary.

**PROPOSAL EVALUATION CRITERIA**

A. The Library will review each offeror’s proposal. Proposals determined not to meet one or more material RFP requirements may be excluded from further consideration.

B. Major factors to be considered in the evaluation may include, but shall not necessarily be limited to the services, tasks, specifications, and/or requirements referred to in the Scope or Statement of Work and the criteria set forth below:

1. **Firm’s Experience with Similar Library Projects (References) 35 Points**
   - This important criterion establishes the proven track record of an offeror providing same or similar services library related projects. – The offeror’s professional qualifications, specialized experience, technical competence, depth of the firm’s recent and relevant experience of providing comparable services for other public libraries. Each proposal will be evaluated in terms of the qualifications and capabilities of the responding firm as it relates to the needs and requirements of the Library herein.

2. **Qualifications and Experience of Key Personnel (Resumes) 30 Points.**
   - This criterion establishes the proven track record of an offeror’s personnel that will comprise the proposed staff for the provision of services. – The degree of experience and qualifications of key personnel in terms of direct experience providing municipalities or other governmental entities with public library Master Plan development as well as experience performing space study reviews, and evidence that the proposed key personnel are capable of providing the required services. Prior to the substitution of key personnel, an offeror shall obtain consent of the Library as to the acceptability of succeeding personnel. New personnel qualifications shall not be less qualified or credentialed than replaced personnel.

3. **Project Approach (Depth of Understanding of Requirements) 20 Points**
   - This important criterion demonstrates an offeror’s understanding of the scope of services. – The offeror demonstrates an understanding of the requirements listed in the scope of services and satisfying the Library’s goals. An offeror should demonstrate suggested approaches, priorities, or areas of emphasis, and innovative and constructive thinking. If an offeror takes exception to any requirement specified in the scope of services, it should be specifically stated in its response.

4. **Cost Proposal (Reasonableness) 15 Points**
   - Offerors are to submit its pricing and terms on the Cost Proposal Submission Form. The pricing set forth in the Cost Proposal must be all inclusive.

C. In addition to evaluating the offeror’s proposal as submitted, the Library may make such reasonable investigations and evaluations as deemed proper and necessary to determine the ability/capability of the
Offeror to perform the services/furnish the goods. Such investigations may include the Offeror’s fiscal responsibility (current Dunn and Bradstreet “Business Information Report”, other equivalent independent study, or audited financial statements, etc.); on-site visitations to inspect and/or assess the Offeror’s physical facilities and other capabilities; documentation that Offeror is licensed under applicable laws of New York State; certification of other Offeror claims; and/or contract references. The Offeror agrees to cooperation and shall furnish to the Library all such reasonable information/data and/or access for this purpose as may be requested.

D. The Library further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Library that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

E. If in the Library’s opinion, clarifications or presentations of the Offeror’s proposed services and capabilities are warranted for the purpose of obtaining additional information or clarification, the Library will notify the appropriate Offerors. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session and may or may not include the opportunity for initial negotiations should the Library so determine. Oral presentations are strictly at the option of the Library and may or may not be conducted. Therefore, proposals should be comprehensive, competitive and complete.

F. The Library reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors.

BASIS OF AWARD

A. Following evaluation of the written Proposals as submitted, the Library will make selection of Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the RFP, including price. The Library may request the selected Offerors to make oral presentations.

B. Awards under this RFP will be made to the highest qualified responsive Offeror(s) whose proposals are determined by the Library, in writing, to be the most advantageous to the Library taking into consideration price and evaluation factors specified herein, the overall combination of which, in total, are optimal relative to the Library’s needs.

C. Following evaluation of the written proposals as submitted, selection shall be made of Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the RFP, including price, if so stated in the RFP.

D. The Library shall select the Offeror which, in the Library’s opinion, has made the best proposal. Should the Library determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

E. The Proposal Evaluation results shall remain confidential until after the Notice of Contract Award and contract execution with the successful Offeror.

F. Public announcement of an award or intent to award will be posted on the Library’s website: www.fairportlibrary.org.

G. The Library is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. The Library is also not required to debrief Offerors.

NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS

A. A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful Offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.

B. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the Library.

C. The contract may be amended or modified only by written modification.
TAX EXEMPTION
The Library is exempt from the payment of State Sales and Use tax. Certificate furnished upon request. The price offered must be net, exclusive of taxes.

STANDARD PROVISIONS

The headings of the sections in the “Standard Provisions” and/or “General Conditions and Instructions to Offerors” are inserted for convenience only and are not intended to affect the meaning or interpretation of this solicitation or any resultant contract.

1. Law
This agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution so such dispute shall be the County of Monroe, New York. The Contractor shall comply with all applicable Village of Fairport, Town of Perinton, County of Monroe, State of New York and other applicable jurisdictions policies which are all incorporated herein by reference.

2. Communications
All communications between the parties relating to material contractual issues shall be through the Library Director or Designee and any material change to the contract must be approved in writing by the Library Director or Designee and the Contractor to be deemed binding.

3. Purchase Orders
Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract.

Any purchase order issued by the Library which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the Library’s failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions. Except as provided herein, Contractors providing services without a signed Library purchase order, do so at their own risk. The Library will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by Library’s Director or Designee.

4. Work Site Damages
Any damage to property, whether owned by the Library or others, resulting from work performed under this contract, shall be repaired or replaced to the Library’s satisfaction at the Contractor’s expense. Contractor shall immediately notify Library of any such damages.

5. Ownership of Material
Ownership of all finalized data, materials, and documentation originated and prepared for the Library pursuant to the solicitation shall belong exclusively to the Library.

6. Use Of Information:
Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the Library furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on Library premises or under Library control shall remain Library property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to Library at its request, and in any event within thirty (30) days after the expiration or termination of the contract.
7. Workmanship, Inspection and Acceptance
Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or Library personnel at the site.

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The Library may, in writing, require the Contractor to remove any employee from work that the Library deems incompetent or careless.

If services do not conform to requirements, in addition to all other rights and remedies Library may have, the Library may reject the services in full or part.

8. Payment Terms
Payment will be made at agreed upon performance measures and deliverables, based upon satisfactory and actual services rendered and/or goods received and invoices submitted. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice. Payment terms shall appear on vendor’s invoice.

The Library reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provision of the contract or any modifications thereto. Payment by the Library of invoices does not mean or imply that the services have been accepted and does not impair or limit in any way the Library’s full rights and remedies which shall be and remain as set forth hereof.

9. Invoicing
All invoices to the Library shall reference the applicable Purchase Order number and be submitted to the name and address on the Purchase Order unless otherwise directed by the Library. The prices and payments shall be full compensation for the goods, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the goods and/or complete the services ordered. Conflicting pre-printed provisions on the reverse or front of the Contractor’s form(s) shall be deemed deleted. Invoices for final payment shall be submitted within thirty (30) days after completion and acceptance of the work or acceptance of the goods unless otherwise specified in the contract or mutually agreed upon in writing.

10. Changes
The Library may, at any time, by written order, require changes in the services to be performed by the Contractor under contract. If such changes cause an increase or decrease in the Contractor’s cost of, or time required for performance of any services or provision of goods under the contract, within fifteen (15) days (or other mutually agreeable time period) of receipt of a change order, the Contractor shall submit a written proposal for any equitable adjustment to the contract price, delivery schedule, or both. Upon mutual agreement, authorized representative of the parties shall then agree to and sign such modification to the purchase order or contract. Contractor’s receipt and performance of a Purchase Order detailing such changes shall be deemed acceptance. The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed by the Library and the Contractor. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Library. If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the Library reserves the right to terminate the contract as it applies to the services in question and make such arrangements as may be deemed necessary to complete the work.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by change order or Contract Amendment.

11. Additions/Deletions:
The Library reserves the right to add services or delete services specified in the resultant contract as requirements change during the period of the contract by contract amendment. The Library and the Contractor will mutually agree to prices for services to be added to the contract and/or reduction in overall costs for items/services deleted.

12. Safety
All contractors and subcontractors performing services for the Library are required to comply with Occupational Safety and Health Act (OSHA) standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

Precaution shall be exercised at all times for the protection of persons (including library visitors and employees) and property.

Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. The Library has sole right to dismiss contractors and/or sub-contractors for non-compliance to the above rules and regulations and/or safety violation. The contractor must rectify all safety concerns prior to continuance of work.

13. Warranties
Contractor warrants to the Library that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications. All warranties shall survive inspection, acceptance and payment.

14. Default
In case of failure to deliver services, to meet specifications, in accordance with the contract terms and conditions, the Library, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Library may have.

15. Contract Disputes Resolution
Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under the contract. The Contractor’s dispute shall detail all pertinent facts of the dispute and the Contractor’s desired outcome.

16. Termination
Subject to the provisions below, the contract may be terminated by the Library upon written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the Library until said work or services are completed and accepted.

In every such event in which the Library shall terminate the services of the Contractor, the Contractor is obligated and agrees to refund the Library any and all monies paid (including advance payments) to it by the Library for services not rendered by said Contractor as of the date on which Contractor shall receive Notice of Termination.

The Library may exercise the Library’s right of setoff as to any amounts the Library may owe the Contractor. The Library may require Contractor to transfer title and deliver to the Library any or all items produced or procured by Contractor under this contract for performance of the work terminated.

17. Delays/Service Failure
Failure of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by the Library, or failure to make replacements/corrections of rejected goods/services when so requested, immediately or as directed by the Library, shall constitute authority for the Library to purchase in the open market goods/services of comparable grade/quality to replace the services, goods rejected, and/or not
delivered. Should public necessity demand it, the Library reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Library.

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the Library Director. The Library has the right to extend delivery date if reasons appear, in the sole discretion of the Library, to be valid. Contractor must keep the Library advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the Library to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

18. Insurance
   a) The Contractor is responsible for its work and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
   b) The Contractor shall, during the continuance of all work under the contract provide the insurance as required.
   c) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
   d) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Library. The Contractor shall be as fully responsible to the Library for the acts and ommissions of the subcontractors and of persons employed by them as it is for acts and ommissions of person directly employed by it.

19. Correspondence
   All communications between the parties relating to material contractual issues shall be through the Library director or designee and must be in writing to be deemed binding.

20. Quality
   All services shall be performed in a first class workmanlike manner in accordance with current industry standards. All services shall meet the then current applicable state and federal rules and guidelines.

21. Americans With Disabilities Act Requirements
   The Library is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Library programs, activities and services. The Library government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Library contractual agreement must make the same commitment. Your acceptance of any contract resulting from this solicitation acknowledges your commitment and compliance with ADA.

22. New York Freedom Of Information Act
   All proceedings, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the New York Freedom of Information Act.

23. Funding
   A contract shall be deemed binding only to the extent of appropriations available for the purchase of services.

24. Assignment
   The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the Library.
25. Record Retention/Audits
The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the Library, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Library on demand and without advance notice during the Contractor’s normal working hours. Library personnel or designee may perform in-progress and post-audits of the Contractor’s records.

26. Time Of The Essence
Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

27. Reports
The Contractor must submit status reports as requested and appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the Library.

28. Relationship of the Parties
The Contractor will be legally considered and acting solely as an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered servants or agents of the Library. The Library will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. Further, the Library will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by the Library for its employees or officers.

29. Severability
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

30. Data Sources
The Library will provide the Contractor with all necessary and available data possessed by the Library that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating Library data.

31. Provisions Required By Law Deemed Inserted
Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

ATTACHMENT A

2013 Fairport Public Library Space Plan and Renovation Study
Cost Proposal Submission Form

Full Legal Name & Address Of Offeror:

__________________________________________________________________________ By: __________________________

Company’s Legal Name ____________________________________________________

__________________________________________________________________________ Name: ____________________________

__________________________________________________________________________ Title: ____________________________

__________________________________________________________________________ Zip: __________________ Date ____________

Phone: ___________________ Email: __________________________

FAX: ___________________ FED ID#: __________________________

Firm fixed total price for the provision of the services specified herein.

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<th>2013 Fairport Public Library Space Plan and Renovation Study</th>
<th>TOTAL COST:</th>
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