Request for Qualifications (RFQ)

Feasibility Study for Administrative Services

ISSUING AGENCY: Whatcom County Library System

> RELEASED: 04/01/2024 CLOSES: 05/03/2024

Whatcom County Library System
Attn: Ryan Cullup, Facilities Services Manager
5205 Northwest Drive
Bellingham, WA 98226
Ryan.Cullup@wcls.org

WHATCOM COUNTY LIBRARY SYSTEM REQUEST FOR QUALIFICATIONS Administrative Services Feasibility Study

NOTICE

The Whatcom County Library System (WCLS) is requesting Statements of Qualifications from qualified individuals and/or firms for studying the feasibility of utilizing and expanding our existing administrative facility located at 5205 Northwest Drive, Bellingham, WA 98226.

I. INTRODUCTION & BACKGROUND

Whatcom County Library System (WCLS) is soliciting Statements of Qualifications from qualified firms to determine the need and feasibility of its main administrative office located at 5205 Northwest Drive, Bellingham, WA 98226. WCLS considers this building to be of critical importance to its future as a growing library system. The building is aging and not currently meeting the various WCLS needs. The desired outcome of this planning effort is to provide WCLS with a tool to establish its current and future facilities needs with respect to the growth of the system while evaluating the cost of remodeling and updating this facility to modern standards in comparison to the possibility of building or remodeling a facility at a different location. This project is fully funded by WCLS internal capital funds.

WCLS is a rural library district serving Whatcom County, Washington. Whatcom County Library System served an estimated population of about 139,843 as of 2023, with 10 branch libraries, a bookmobile, homebound services, outreach and its website.

For current information about this project please see the WCLS website at https://www.wcls.org/rfq/

II. SCOPE OF SERVICES

A. Services – Generally

Assist and promote WCLS' goals for sustainability and continued operational excellency by evaluating the existing building located at 5205 Northwest Drive, Bellingham, WA 98226 and its current condition and future operational needs. Estimate the cost of renovating/expanding the existing facility while mitigating the effects on the wetlands surrounding it; or building a new facility in a different to meet current/future operational needs.

B. Project Goals

- Analyze existing facility condition and space needs;
- Evaluate and plan for WCLS current and near future operational needs time horizon;
- Develop cost tools to inform decision making as WCLS navigates whether to renovate and expand the current location or purchase land and build a new facility or purchase and renovate an existing facility.
- C. The professional services shall include the following:
 - a. Survey and evaluate existing conditions
 - b. Evaluate current space planning and develop needs assessment based on operational analysis.
 - c. Develop operational analysis of WCLS facility needs

- d. Develop cost estimates for improving and expanding the building's square footage at the existing location
- e. Conduct a Structural Engineering evaluation and existing land code assessment to evaluate the possibility of adding a 2nd floor to the existing facility
- f. Develop cost estimates for purchasing land and building a new facility or purchasing land and renovating an existing facility as opposed to improving and expanding the current facility
- g. Hold multiple meetings (in-person and online) with WCLS representatives
- h. Present findings to WCLS Board of Trustees

The owner's budget for this project is \$50,000.

III. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Following the mandatory walkthrough meeting starting at 1PM on **04/15/24** located at 5205 Northwest Drive, Bellingham, WA 98226, each statement of qualifications should include the following:

A. Cover Letter

All statements of qualifications must include a cover letter to the attention of Ryan Cullup, Facilities Services Manager, signed by a person legally authorized to bind the applicant to its statement of qualifications. The letter shall include a brief overview of your approach to the project.

B. Tell us about your team:

- 1. Names, addresses, and professional license numbers of the officers, directors and owners of the design firm who are registered architects or engineers.
- 2. Identify proposed project manager and all members of the project team for this work including the facilitator for community engagement activities, consultants, and sub-contractors.
- 3. Résumé and license numbers of the project manager and all members of the project team.

C. Tell us about your experience:

- 1. List all analytical projects undertaken in the past five years in Washington State for public (government) agencies;
- 2. Provide descriptions of any operations analysis, lean management, needs assessment analysis, and space analysis performed with public entities in the past five years;
- 3. Provide description of any public agency administrative facility projects undertaken in the past twelve years;
- 3. Provide descriptions of any projects demonstrating experience working with Whatcom County Public Works in ascertaining zoning or building possibilities;
- 4. List any additional related services your firm can provide, such as energy management, etc.

D. Tell us about your process:

- 1. How you integrate input from multiple sources, especially if it includes conflicting points of view;
- 2. How you protect your project budget;

- 3. Provide us with a timeline of project from initiation to completion of deliverables;
- 4. Provide us a list of all current projects for the proposed team, both public and private, and stated ability to complete this project according to timeline.

E. References

Provide a professional profile of the design firm including a list of at least three references from public entities the firm has provided similar services to the scope of work referenced in this document. Include the scope of work, budget, timeline.

D. Additional Evaluation Criteria

- 1. Acknowledgement of addenda by completion of Exhibit A.
- 2. Completion of non-collusion declaration in Exhibit B.
- 3. One digital copy in .pdf format of the RFQ response; a print copy may also be submitted, but this is optional.

IV. EVALUATION PROCESS

A. Project Approach - 35%

Evaluations will be performed to assess the respondent's understanding of the work to be performed, understanding and commitment to the timeline, overall approach to the project, potential for completing the work as specified in the Scope of Services. The award will be made to the respondent whose conformance to the RFQ is considered most advantageous to WCLS, considering the Evaluation Criteria in this section.

B. Personnel Proposals, Project Organization and Experience - 10%

Statements of qualifications will be evaluated considering the respondent's technical and analytical experience, proposals, and the availability of personnel who are proposed to work on the project that include their résumé.

C. Relevant Past and Present Performance Criteria – 25%

Statements of qualifications will be assessed to evaluate the respondent's past and present performance relative to the capability to meet the requirements contained herein. Additionally, quality of service, customer satisfaction, cost control and timeliness will be evaluated.

D. Capacity to Perform Work - 10%

Statements of qualifications will be evaluated to assess the respondent's capacity to perform work in the prescribed time frame considering the respondent's team current and planned workload and the respondent's ability to provide the technical disciplines and services required to cover the work required by the project.

E. References (Client letters and/or previous project contacts - 10%

Statements of qualifications will be evaluated for the respondent's experience by reference check and letters of support.

F. Procedures utilized to minimize costs and schedule delays - 5%

Statements of qualifications will be evaluated to assess the measures the respondent has developed to protect the project budget while promoting the schedule.

G. Locality - 5%

Statements of qualifications will be evaluated based on the location of the respondent's primary place of business in Whatcom County. Respondents whose primary place of business is located in Whatcom County will receive 5 points during the evaluation process.

V. ESTIMATED RFQ TIMELINE

The following schedule has been established for submitting and evaluating statements of qualifications (SOQ) and selecting the design firm and contractor. Except for the SOQ due date, the remaining dates are tentative only, and WCLS reserves the right to adjust them at its sole discretion.

Activity	Due Date
Issue design firm RFQ	04/01/24
Voluntary Intent to Apply notice	open
Site visit w/ prospective firms	04/15/24
RFQ questions submission deadline	04/22/24
SOQ submission deadline	05/03/24
SOQs evaluated by library committee	05/06/24
WCLS interviews potential consultant firms, week of	05/13/24
WCLS selection recommendation to Library Board	05/21/24
Contract negotiations w/ selected firm	05/22/24
Consultant firm to begin performing services	06/03/24
Project Kickoff Meeting	06/04/24

VI. <u>SUBMISSION INSTRUCTIONS</u>

Submit one digital copy of the RFQ response (SOQ) in .pdf format to Ryan.Cullup@wcls.org by no later than 05/03/24 by 5PM. Print copy may also be submitted to the address on the cover page, but this is optional.

VII. GENERAL TERMS AND CONDITIONS

These general terms and conditions shall be made a part of and govern any purchase order/contract resulting from this Request for Qualification.

CONFLICT OF INTEREST: The selected company must agree to disclose all potential, current conflicts of interest, as well as potential conflicts as they might occur, and be willing annually to disclose all sources of revenue and all affiliations.

CERTIFICATION: Respondent shall furnish certification of authority demonstrating authority to conduct business in the State of Washington. Registration is obtained from the Washington Secretary of State, who will also provide certification thereof.

TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to WCLS until it actually receives, takes possession and accepts the goods at the point or points of delivery.

ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of WCLS and in accordance with the specifications, terms, and conditions of the Contract.

INDEMNIFICATION: To the fullest extent permitted by law, the Respondent agrees to indemnify and hold harmless WCLS, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

COMPLIANCE WITH LAW: Respondent is aware of and in full compliance with its obligations 9 under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, Affordable Care Act of 2010, and all other applicable laws and regulations.

COMPLIANCE WITH WCLS POLICIES: Respondents must abide by all applicable WCLS policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required to undergo a criminal background check.

PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with applicable WCLS policies and procedures

CONTRACT AMENDMENTS: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

INDEPENDENT RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that WCLS will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of WCLS, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe

benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent and WCLS acknowledge that they or their employees may, in the performance of this contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Respondent or WCLS, unless required by law.

PUBLICITY: Respondent agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of WCLS name in connection with any sales promotion or publicity event without the prior express written approval of WCLS.

SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

FORCE MAJEURE: If either WCLS or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either 10 party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Washington. Both parties agree that venue for any litigation arising from this contract shall lie in Whatcom County, Washington.

ASSIGNMENT: The Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of WCLS.

RIGHT TO A JURY TRIAL: Neither WCLS nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to WCLS certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE LIMITS A. Worker's Compensation Statutory B. Comprehensive General Liability \$1,000,000 Ea. occurrence \$2,000,000 aggregate C. Automobile Liability (owned/leased, non-owned, and hired) (1) Bodily Injury \$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence (2) Property Damage \$1,000,000 Ea. Occurrence

MINIMUM WAGE: WCLS requires that all employees of prime and respondents who submit proposals for and perform contractual work for WCLS receive a prevailing wage. Washington State law requires prevailing wages for public works. This project is identified as a public work.

VIII. LIST OF ATTACHMENTS

Exhibit A – Acknowledge of addenda Exhibit B – Anti-collusion Certification

Exhibit A ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No	, Date _	
Addendum No	, Date _	
Addendum No	, Date _	
Addendum No	, Date _	
Addendum No	, Date _	
Addendum No	, Date _	
Addendum No	, Date _	

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following principals are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

 Name (print)
 Title
 Signature
 Date
 Address
 City
 State
 Phone Number
Email address

Exhibit BNON-COLLUSION DECLARATION

This form must be submitted by all Proposers with their Proposal. WCLS will not accept any proposal that is not accompanied by a completed Non-Collusion Declaration.

STATE OF WASHINGTON	}
	} ss
COUNTY OF	}
above submitted is a genuine and of any person not therein named; indirectly induced or solicited any sham bid, or any other person or experience.	being first duly sworn, on her/his oath says that the proposal not a sham or collusive proposal, or made in the interest or on behalf and he/she further says that the said Proposer has not directly or proposal on the above Work or supplies for the Work to put in a entity to refrain from bidding; and that said Proposer has not in any cure itself an advantage over any other Proposals or Proposers.
Signature	
Print Name	
Print Title and Company Name	
Subscribed and Sworn before me	this day of, 20
Signature	
Print Name	
Notary Public in and for the State Residing at: Appointment expires:	