

REQUEST FOR PROPOSALS
For Expansion/Renovation of the Front Entrance & Circulation Area
of Baldwin Public Library

Sealed proposals endorsed **“EXPANSION/RENOVATION OF FRONT ENTRANCE AND CIRCULATION AREA OF BALDWIN PUBLIC LIBRARY”**, will be received at the Administrative Office, Baldwin Public Library, 300 West Merrill Street, Birmingham, Michigan, 48009; until 3:30 p.m. on Tuesday, July 20, 2021, after which time bids will be publicly opened and read.

The Baldwin Public Library is accepting sealed bid proposals from qualified professional firms to develop a conceptual/schematic design for the expansion and renovation of the front entrance and circulation area of the Baldwin Public Library. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

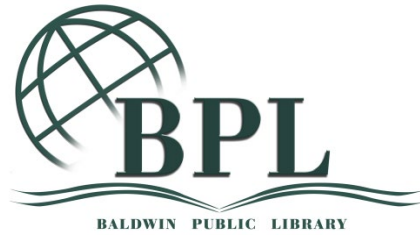
The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <http://www.mitn.info> or at the Baldwin Public Library, 300 West Merrill St., Birmingham, Michigan, ATTENTION: Rebekah Craft, Director.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the Library until an agreement has been executed.

Submitted to MITN: June 22, 2021

Deadline for Submissions: 3:30 p.m. on Tuesday, July 20, 2021

Contact Person: Rebekah Craft, Director
300 W Merrill St.
Birmingham, MI 48009
Phone: 248.554.4681
Email: rebekah.craft@baldwinlib.org



REQUEST FOR PROPOSALS
For Expansion/Renovation of the Front Entrance & Circulation Area
of Baldwin Public Library

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
MANDATORY PRE-BID MEETING.....	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA.....	5
TERMS AND CONDITIONS	5
ARCHITECT’S RESPONSIBILITIES	6
LIBRARY’S RESPONSIBILITIES	7
SETTLEMENT OF DISPUTES	7
INSURANCE.....	8
CONTINUATION OF COVERAGE	8
EXECUTION OF CONTRACT	8
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	9
ATTACHMENT A - AGREEMENT	10
ATTACHMENT B - BIDDER’S AGREEMENT	16
ATTACHMENT C - COST PROPOSAL	17
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	18
ATTACHMENT E – SCOPE OF WORK.....	19

INTRODUCTION

For purposes of this request for proposals the Baldwin Public Library will hereby be referred to as “Library” and the private firm will hereby be referred to as “Architect.”

The Baldwin Public Library is accepting sealed-bid fixed-fee proposals from qualified architects to develop a conceptual/schematic design for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

The architectural services for this project include:

- Expansion
- Space planning
- Interior design and layout
- Estimates of probable costs
- Schematic plans for mechanical, electrical, and plumbing
- Concepts for technology and furniture, fixtures, and equipment

During the evaluation process, Library reserves the right, where it may serve Library’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Library, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a firm will be completed by August 16, 2021. An Agreement for services will be required with the selected Architect. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by Library.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed-bid fixed-fee proposals from qualified Architects to develop a conceptual/schematic design for the expansion and renovation of the front entry and circulation area of the Baldwin Public Library.

MANDATORY PRE-BID MEETING

Wednesday, June 30, 2021, at 4:00 p.m., to be held in the Library’s Jeanne Lloyd Room.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:30 p.m. on Tuesday, July 20, 2021 to:

Baldwin Public Library
Attn: Rebekah Craft
300 W. Merrill St.
Birmingham, Michigan 48009

One (1) original and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The original print version of the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“EXPANSION/ RENOVATION OF FRONT ENTRY AND CIRCULATION AREA OF BALDWIN PUBLIC LIBRARY,”** and should be mailed or delivered to the address above. The electronic version should be submitted to rebekah.craft@baldwinlib.org. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Architect’s Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Rebekah Craft, Director, 300 W. Merrill St., Birmingham, MI 48009 or rebekah.craft@baldwinlib.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. The Library will distribute all clarifications to all people who attended the June 30 mandatory pre-bid meeting.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the Baldwin Public Library to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland County. Do not include such taxes in the proposal figure. Library will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by Library should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation and selection of the Architect will be done by the Baldwin Public Library Board of Directors, who will evaluate the proposals based on, but not limited to, the following criteria:

1. Experience and demonstrated ability in design of libraries and similar public projects
2. Experience and qualifications of proposed team members, including interior design staff and partners, that will be assigned to the project
3. Demonstrated understanding of the expectations of Birmingham and/or similar communities that place high value on aesthetics of public spaces, as well as an understanding of the importance of Library as part of Birmingham's civic center
4. Demonstrated performance in execution of projects on time and within budget
5. Bid price for professional fees:
 - a. Fixed-fee proposals from qualified architects for a conceptual/schematic design
6. Quality and completeness of proposal

TERMS AND CONDITIONS

1. Library reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. Library reserves the right to award the contract to the next most qualified Architect if the successful Architect does not execute a contract within ten (10) business days after the award of the proposal.
2. Library reserves the right to request clarification of information submitted and to request additional information of one or more Architects.

3. Library reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. Library may terminate this Agreement at any point in the process upon notice to Architect sufficient to indicate Library's desire to do so. In the case of such a stoppage, Library agrees to pay Architect for services rendered up to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Architect and shall not be chargeable in any manner to Library.
6. Payment will be made within thirty (30) days after invoice. Acceptance by Library is defined as authorization by the designated Library representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the Library.
7. Architect will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
9. Library will own the final print and electronic versions of all drawings and reports prepared by Architect.

ARCHITECT'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Cover letter, including main contact person
2. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 15): Fixed-fee proposal
 - b. Cost Proposal (Attachment C - p. 16)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 17)
 - d. Agreement (Attachment A - p. 9 – **only if selected by the Library**).
3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project. *Do not include the resumes and professional qualifications for individuals who will not be assigned to this project.*

- a. Provide a list of the staff members who will be assigned to this project, including names, titles, phone number, email address, role on this project, and previous projects the team member has worked on.
 - b. Any changes in the staff members assigned to this project shall be communicated to Library, in writing.
4. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner and within budget. Include project dates, descriptions, and budgets.
5. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 19).
6. Explain the firm's design philosophy for the following:
 - a. 21st-century public libraries
 - b. The role of a library in a municipal civic center, specifically the role of Baldwin in Birmingham's downtown
7. Assumptions on deliverables.
8. Architect will be responsible for any changes necessary for the plans to be approved by the Baldwin Public Library.
9. Provide a list of subcontractors and their qualifications, if applicable.
10. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.

LIBRARY'S RESPONSIBILITIES

1. Library will provide a designated representative (Rebekah Craft, rebekah.craft@baldwinlib.org, 248-554-4681) to work with Architect to coordinate both Library's and Architect's efforts and to inspect and verify any work performed by Architect.
2. Library will provide access to the building during regular business hours.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Architect also agrees to provide all insurance coverages as specified. Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the agreement, Library may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Library shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon Library until a final written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify Library and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Architect that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

1. Mandatory pre-bid meeting will be held on Wednesday, June 30, 2021, at 4:00 p.m., in the Library's Jeanne Lloyd Room.
2. Proposals will be submitted by Tuesday, July 20, at 3:30 p.m.
3. All proposals will be reviewed by the Baldwin Public Library Building Committee at a date to be determined in early August, at which time the Building Committee will select a shortlist.
4. The candidates on the shortlist will be invited to an interview in front of the Library Board at a special meeting of the Library Board on Monday evening, August 9, 2021.
5. The successful candidate will be confirmed by the Library Board on August 16, 2021.
6. The first meeting between Architect and the Building Committee will take place as soon as practical after August 16, 2021.
7. Architect will complete the work detailed in Appendix E (Scope of Work) no later than Friday, January 7, 2022.
8. Architect will present work to Library Board at the Board's meeting on January 19, 2022.
9. Architect will assist in preparing a report and presentation for the City Commission's long-range planning session on Saturday, January 22, 2022.

Architect will not exceed the timelines established for the completion of this project.

ATTACHMENT A - AGREEMENT
For Expansion/Renovation of Front Entry and Circulation Area
of Baldwin Public Library

This AGREEMENT, made this _____ day of _____, 2021, by and between BALDWIN PUBLIC LIBRARY, having its principal office at 300 West Merrill Street, Birmingham, MI (hereinafter sometimes called "Library"), and _____, Inc., having its principal office at _____ (hereinafter called "Architect"), provides as follows:

WITNESSETH:

WHEREAS, the Baldwin Public Library, through the Library Director, is desirous of having work completed to develop a conceptual/schematic design for the renovation and expansion of the front entry and circulation area of the Baldwin Public Library.

WHEREAS, the Library has heretofore advertised for bids for the procurement and performance of services required to develop a conceptual/schematic design for the renovation and expansion of the front entry and circulation area of the Baldwin Public Library., and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Architect has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to develop a conceptual/schematic design for the renovation and expansion of the front entry and circulation area of the Baldwin Public Library.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to develop a conceptual/schematic design for the expansion and renovation of the front entry and circulation area of the Baldwin Public Library and the Architect's cost proposal dated _____, 2021 shall be incorporated herein by reference as Exhibit A and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The Library shall pay the Architect for the performance of this Agreement in an amount not to exceed _____, as set forth in the Architect's _____, 2021 cost proposal, Exhibit C in the RFP.

3. This Agreement shall commence upon execution by both parties, unless the Library exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Architect shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Architect and the Library agree that the Architect is acting as an independent Architect with respect to the Architect 's role in providing services to the Library pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Architect nor its employees shall be construed as employees of the Library. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the Library nor the Architect shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Architect shall not be entitled or eligible to participate in any benefits or privileges given or extended by the Library, or be deemed an employee of the Library for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the Library.

6. The Architect acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Architect recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the Library. Therefore, the Architect agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Architect shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Architect further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Architect agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Architect without the prior written consent of the Library. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Architect agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Architect shall inform the Library of all claims or suits asserted against it by the Architect's employees who work pursuant to this Agreement. The Architect shall provide the Library with periodic status reports concerning all such claims or suits, at intervals established by the Library.

11. The Architect shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the Baldwin Public Library.

12. The Architect shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Architect shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Architect shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Architects Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Architect shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Baldwin Public Library and The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$2,000,000 per claim if Architect will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Paul Gillin, Bookkeeper, Baldwin Public Library, 300 West Merrill Street, Birmingham, MI 48009.
- G. Proof of Insurance Coverage: Architect shall provide the Baldwin Public Library at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Baldwin Public Library, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Architect shall deliver renewal certificates and/or policies to the Baldwin Public Library at least (10) days prior to the expiration date.
- I. Maintaining Insurance: Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the Agreement, the Baldwin Public Library may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the Baldwin Public Library shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Architect and any entity or person for whom the Architect is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Baldwin Public Library and The City of Birmingham, their elected and appointed officials, employees and volunteers and others working on behalf of the Baldwin Public Library and The City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Baldwin Public Library and The City of Birmingham, their elected and appointed officials, employees, volunteers or others working on behalf of the Baldwin

Public Library and the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the Baldwin Public Library and The City of Birmingham.

14. If, after the effective date of this Agreement, any official of the Library, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Architect, the Library shall have the right to terminate this Agreement without further liability to the Architect if the disqualification has not been removed within thirty (30) days after the Library has given the Architect notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Architect fails to perform its obligations hereunder, the Library may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Baldwin Public Library
Attn: Rebekah Craft
300 West Merrill St
Birmingham, MI 48009
248.554.4682
rebekah.craft@baldwinlib.org

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the Baldwin Public Library will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Baldwin Public Library.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

ARCHITECT

By: _____

Its:

BALDWIN PUBLIC LIBRARY

By: _____

Melissa Mark

Its: Library Board President

Approved:

Rebekah Craft, Director
(Approved as to substance)

Paul Gillin, Bookkeeper
(Approved as to financial obligation)

Mary Kucharek, City Attorney
(Approved as to form)

ATTACHMENT B - BIDDER'S AGREEMENT
For Expansion/Renovation of Front Entry and Circulation Area
of Baldwin Public Library

In submitting this proposal, as herein described, the Architect agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For Expansion/Renovation of Front Entry and Circulation Area
of Baldwin Public Library

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Fixed Fee Proposal for Conceptual/Schematic Design	\$
Miscellaneous (Attach Detailed Description)	\$
GRAND TOTAL AMOUNT	\$

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Expansion/Renovation of Front Entry and Circulation Area
of Baldwin Public Library

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the Library accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the Library.

PREPARED BY (Print Name)	DATE
---	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E – SCOPE OF WORK
For Expansion/Renovation of Front Entry and Circulation Area
of Baldwin Public Library

Three-Phase Building Vision

Library has developed a three-phase building vision:

- Phase 1: Renovation of the Adult Services section of Library, which was completed in 2017
- Phase 2: Expansion and renovation of the Youth Room, which was completed in 2020
- Phase 3: Renovation of the public entrance, lobby, and Circulation area – the subject of this RFP

Overview

The Baldwin Public Library—located at 300 West Merrill in downtown Birmingham—was built in 1927, with major additions completed in 1960 and 1982. The original building was designed by Marcus Burrowes; the 1960 addition was designed by Lynn Smith; and the 1982 building was designed by Gunnar Birkerts. The Birkerts Addition underwent a major renovation in 2017. The Youth Room underwent an expansion and renovation in 2020.

Library hopes to complete the Project within three years. The targeted completion date of the construction is mid-2024.

Library has done extensive research on community needs and wants, has gathered information on its shelving and computer requirements, and has developed a list of objectives (see “Project Objectives” at the end of this Attachment). Library also has:

- A conceptual/schematic design of a proposed renovation developed by Fanning Howey in 2011
- A building program developed by Library Building Consultant George Lawson in 2012 and revised, in part, by staff, for the Youth Room, in 2017
- Vision for the Future of the Baldwin Public Library Building, adopted by the Library Board in 2014
- A long-range building vision for the Library developed by Luckenbach Ziegelman Gardner in 2015-16.

The objectives and prior work should be considered starting points for discussion, not prescriptions. The Library is eager to receive innovative, creative, and cost-effective solutions to the challenge of designing a “library of the future” in a cost-effective manner.

If and when the Front Entry and Circulation Area expansion/renovation project is funded, work will commence on design development, compilation of construction documents, bidding, and construction administration. Per City of Birmingham policy, a different RFP for these services will be required.

At this stage, Library will contract separately with a vendor for furniture, fixture, and equipment (FFE) requirements, and Architect will be responsible for coordination with that vendor.

Scope of Work

Program Confirmation

- 1) Assist Library in determination of responsibilities, procedures, and schedule requirements. The Architect will be responsible for documentation of all meetings associated with the Project.
- 2) Assist Library by reviewing record drawings, assessing “as built” condition, and providing preliminary feasibility concerns, if any. Library and the City of Birmingham possess drawings of all three parts of the Library building.
- 3) Review existing studies, space programming, layouts, and designs provided by Library with regard to the Scope of Work of the project. Provide early advice to Library on possible changes to the objectives to assure feasibility, quality, budgetary adherence, and minimal reductions in service during construction.
- 4) Confirm professional fees and the conceptual/schematic design schedule with Library.

Conceptual/Schematic Building Design

- 1) Provide several overall design alternatives and assist Library in selection of one primary design for detail consideration. The process will include a focus group (facilitated by Library staff, attended by architects), a meeting with the entire

Library staff to hear their opinions and approximately ten to twelve meetings with Library administration and the Library Board Building Committee.

- 2) Determine interior features supported by:
 - Conceptual/schematic floor plans and exterior perspective views and renderings of the project
 - Renderings of interior features
 - Recommendations on which features can be included in the plan, based on the fit of the various features into the building design and the estimated cost of the features.

- 3) Assist Library in selecting a final concept. After selection, provide final schematic design and documentation, including:
 - Preliminary exterior concepts, floor plans, and interior concepts (including lighting, landscaping, and furnishings) for entryway, café, and circulation area
 - Assessment of mechanical, plumbing, electrical, safety, and structural requirements
 - Suggested materials and finishes, lighting, acoustics, furniture and equipment
 - Renderings of internal features suitable for public viewing
 - Estimate of project costs including line-by-line breakout of all fees, architectural costs, construction costs, furnishings, shelving, technology (including relocation of the drop box for the electronic materials handling system), and construction and design contingencies
 - Project phasing plan and construction timeline

- 4) Assist Library in gaining consensus via formal presentations to and public discussions with:
 - Library Board (up to 2 meetings)
 - City Commission (1 meeting)

- 5) Provide revised documents reflecting input from 3):
 - Preliminary exterior concepts, floor plans, and interior concepts (including lighting, landscaping, and furnishings) for entryway, café, and circulation area
 - Assessment of mechanical, plumbing, electrical, safety, and structural requirements
 - Suggested materials and finishes, lighting, acoustics, furniture and equipment
 - Renderings of internal features suitable for public viewing
 - Estimate of project costs including line-by-line breakout of all fees, architectural costs, construction costs, furnishings, shelving, technology

- (including relocation of the drop box for the electronic materials handling system), and construction and design contingencies
- Project phasing plan and construction timeline

PROJECT OBJECTIVES

Library is eager to receive innovative and creative solutions to the challenge of designing a “library of the future” in a cost-effective manner, including the application of sustainable, energy-efficient technology. The Library’s objectives and prior plans should be considered starting points for discussion, not prescriptions.

Unless another other location is mentioned, all references below are to the main entrance and center of Library

Accessible, Street-Level Entrance

1. Create a street-level entrance and add an entry-level passenger elevator
2. Adapt and update existing handicap ramp to meet ADA requirements

Café and Collaboration Space

1. Create dedicated space for patrons to eat, drink, meet, and collaborate
2. Add fully-equipped café for preparation of coffee and light snacks, including sink, dishwasher, and cooler
3. Add movable glass walls to create an indoor/outdoor eating space during nice weather

Lighting, Appearance, and Energy Efficiency

1. Provide an exterior appearance that complements the existing building, Shain Park, and the City campus
2. Use bird-friendly glass, where applicable
3. Improve the lighting, including natural lighting, with energy-efficient LED lighting that properly lights the entryway and interior space
4. Add skylight to entryway to provide view of original 1927 building
5. Coordinate the design and colors for all interior features, including walls and carpeting.
6. Add solar panels on southern flat roof (optional based on cost and feasibility)
7. Continue and complement the design themes used in the Birkerts (Adult Services) renovation and Youth Room expansion and renovation, including exposing the 1927 building wherever possible.

Exterior Plaza

1. Renovate existing plaza to integrate with the civic center and provide outdoor program space and outdoor café seating

2. Add native plants to landscaping to incorporate the new space with existing landscaping on the south and east sides of the building
3. Consider maintaining the existing circular planter and flag pole as part of the design

Circulation/Commons Area and Idea Lab

1. Improve layout, functionality, and aesthetics of existing commons area
2. Install a suitable Circulation Services desk, preferably smaller than the current one, with space for appropriate technology.
3. Improve sight lines from service stations, so that staff can easily see people entering the space
4. Expand existing footprint of the Idea Lab (makerspace)
5. Restore higher 1927 ceiling
6. Add space for Friends of the Library book sale merchandising and displays
7. Install the technological infrastructure required by space design
8. Maximize public space by utilizing innovative approaches to provide adequate storage space despite minimal overall expansion

Cost

Library wishes to achieve a cost-effective plan. Based on previous architectural input, Library believes that the Project can be delivered for a price not to exceed \$3.26 million (at 2023 dollars).

Background information

- Based on prior studies and presentations to the City Commission, the Library believes the street level entrance and new café/collaboration space can be accomplished by enclosing the area under the Birkerts curve, presently outside and composed of concrete patio and wide steps, with glass curtain walls. The Library requests that this design concept be one of the selected design alternatives. Other designs will be considered.
- The following are square footage estimates of the affected areas:

<u>Location</u>	<u>Sq. Ft.</u>
Circulation	1,425
New entry & café/collaboration space	2,000
Exterior plaza	<u>3,625</u>
Total area	<u>7,050</u>