



**REQUEST FOR PROPOSAL**

for

**Architectural Firm for Conceptual Design**

**Deschutes Public Library**

**CLOSING DEADLINE:      March 12, 2019**

**PLACE: Deschutes Public Library  
Administrative Offices  
507 NW Wall St.  
Bend, OR 97703**

**SCHEDULE**

The RFP will proceed in three phases:

Phase 1: Written Proposals

Phase 2: Optional Product/Service Demonstrations and/or Interviews

Phase 3: Negotiation & Award

Timeline dates:

RFP Advertised	February 13, 2019
RFP released:	February 13, 2019
Proposals due:	March 12, 2019
Completion of proposals review:	March 21, 2019
Optional Interviews/Service Presentation:	April 3, 2019
Negotiation and award:	April 10, 2019

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## **SECTION 1: Notice**

### **1.1**

#### **REQUEST FOR PROPOSALS (“RFP”) Architectural Firm for Conceptual Design**

Deschutes Public Library District (hereinafter referred to as “DPL”) is requesting proposals for Architectural Conceptual Design. DPL will accept responses until no later than March 12, 2019 at 4pm PST at the Deschutes Public Library, 507 NW Wall St., Bend, OR 97703 and will ultimately result in an exclusive contract to meet DPL’s needs.

DPL is initiating this RFP to solicit Proposals from Firms interested in participating on a project to provide conceptual design for up to six (6) DPL locations. Of the six locations, one (1) structure will be expanded, one (1) new structure will be constructed and the remaining four (4) locations will have varying degrees of remodel and space reallocation. DPL is seeking a qualified engineering consultant or consulting partners to partner with the Library to build upon and complete a 21st century preliminary design and space use proposal for the public.

A Facilities Capital Plan was conducted in 2018 and accepted by the Board of Directors in 2018. This study laid the groundwork for continued conversation within the community for the need for updated library facilities in Deschutes County. The next phase in preliminary design work will build upon that study for a likely bond measure to the community. The final report can be accessed here:

<https://www.deschuteslibrary.org/about/news/news?NewsID=6210>

The conceptual design work will be brought to the public for further dialogue.

This RFP, including contract terms, conditions and specifications, may be obtained from Todd Dunkelberg, Director of DPL and shall be available for review at the above address beginning February 13, 2019 until closing. Sealed proposals can be hand delivered or mailed to Todd Dunkelberg at the above address. No faxed or emailed proposals will be accepted. No proposals will be received after closing.

Proposals will be opened directly after 4pm on March 12, 2019. Per DPL Rule 137-047-0300(3)(d), no prequalification for proposers is required. Selection committee members may not be contacted or solicited.

**PUBLISH: February 13, 2019 “The Bulletin”**

February 13, 2019

DESCHUTES PUBLIC LIBRARY, BEND OREGON  
Todd Dunkelberg, Library Director

## **SECTION 2 - INSTRUCTIONS TO PROPOSERS**

### **2.1 GENERAL**

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their proposals will be regular, complete and acceptable.

### **2.2 PROPOSALS**

All proposals shall be legibly written in ink or typed and must comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals shall be signed in ink in the blank spaces provided herein (Section 4). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the proposer.

### **2.3 SUBMISSION OF PROPOSALS**

Four copies of proposals must be submitted (one marked as original) in sealed envelopes marked "**CONFIDENTIAL: Architectural Firm for Conceptual Design**" and bearing on the outside the name and address of the proposer and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Todd Dunkelberg, Administrative Office, Deschutes Public Library, 507 NW Wall St., Bend, OR 97703.

Faxed or emailed proposals shall be rejected as non-responsive.

### **2.4 RECEIPT AND OPENING OF PROPOSALS**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the DPL for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

### **2.5 WITHDRAWAL OF PROPOSALS**

Any proposals may be withdrawn prior to opening, pursuant to DPL Rule 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal.

## **2.6 MODIFICATION**

Any proposer may modify its proposal per DPL Rule 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

## **2.7 ACCEPTANCE OR REJECTION OF PROPOSALS**

Any evidence of collusion between proposers may constitute cause for rejection of any proposals so affected. In the award of the contract, DPL will award the contract to the proposer whose proposal is deemed best for the public good. DPL reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

## **2.8 ADDENDA AND INTERPRETATIONS**

Statements by DPL staff or its representatives are not binding on DPL, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per DPL Rule 137-047-0430 and as follows: DPL will not mail notice of addenda, but will publish notice of any addenda on DPL's website. Addenda may be downloaded off [DPL's website](#). Proposers should frequently check the DPL's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of closing).

Requests for interpretations shall be submitted in writing and addressed to Todd Dunkelberg, Director, in the same manner as solicitation protests per DPL Rule 137-047-0730. To be given consideration, such requests must be received at least **SEVEN (7)** days prior to the date set for the opening of proposals. Any and all such interpretations will be posted with addenda on the DPL's website, as above. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents as if bound herein.

## **2.9 NONDISCRIMINATION**

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

## **2.10 FAILURE TO SUBMIT OFFER**

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

## **2.11 PREPARATION OF OFFERS**

Proposers are expected to examine the specifications, schedules and all instructions. DPL is not liable for costs associated with preparation of proposals in response to this RFP.

## **2.12 SPECIFICATIONS LIMITING COMPETITION**

Proposers may protest the procurement process or provisions of this RFP pursuant to DPL Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "**Solicitation Protest; Architectural Firm for Conceptual Design**" and addressed to:

Todd Dunkelberg, Director  
Deschutes Public Library  
507 NW Wall St.  
Bend, OR 97703

Such comments shall be submitted to DPL no later than **SEVEN (7)** days prior to the opening date. No comments will be accepted after that time.

## **2.13 EMPLOYEES NOT TO BENEFIT**

No employee or elected official of DPL shall be permitted to receive any share or part of this contract or any benefit that may arise there from.

## **2.14 DPL FURNISHED PROPERTY**

No material, labor or facilities will be furnished by DPL unless otherwise provided for in the RFP.

## **2.15 PROTEST OF AWARD**

The award of the Contract by DPL's Board of Directors shall constitute a final decision of DPL to award the contract if no written protest of the award is filed pursuant to DPL Rule 137-047-0740 with DPL within **SEVEN (7)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of DPL only upon issuance of a written decision denying the protest and affirming the award. DPL will not entertain a protest submitted after the time period established in this Section.

## **2.16 REIMBURSEMENT**

There is no express or implied obligation for DPL to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

## **2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT**

DPL grants to other Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and DPL resulting from this RFP.

## **2.18 RESERVED RIGHTS**

DPL reserves the right:

- A. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all proposals upon DPL's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with DPL Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that DPL shall award the contract within 180 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in according with DPL Rule 137-047-0430(3).
- J. To negotiate additions or deletions to equipment and/or services.
- K. To include liquidated damages of \$150 per day for each day the equipment/or service is not delivered as set forth in the contract, barring circumstances beyond Contractor's control.

## **2.19 NO WAIVER OF LEGAL RIGHTS**

DPL shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. DPL shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Neither the acceptance by DPL, nor any representative of DPL, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by DPL, shall

operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

## **2.20 NEGOTIATION**

DPL may negotiate specification modifications and the contract price as permitted by DPL's public contracting rules.

## **SECTION 3 - SCOPE OF WORK**

### **3.1 KEY FUNCTIONALITY REQUIREMENTS**

Review the information in this section, provide detailed supporting information that answers all specific questions and also providing us with an overview of the capabilities and functionality within your company that relate to each area.

For each area, describe how your company and your products/services will help us achieve these goals.

### **3.2 GENERAL INFORMATION ABOUT DESCHUTES PUBLIC LIBRARY**

The Deschutes Public Library is approaching its 100th birthday and looks forward to serving Deschutes County residents for 100 more years. To prepare for a dynamic next chapter, the library completed a Facilities Capital Plan that is the culmination of two years of intensive study and substantial community involvement. The plan outlines a vision for future library spaces and services needed to meet the demands of the 21st century and to keep pace with Deschutes County's rapid population growth.

### **3.3. Detailed Scope of work**

Deschutes Public Library currently provides services through six facilities and a library administration building. At a minimum, a deliverable for each location will include but not be limited to:

- 1) Final scope of work identified as a final product
- 2) Cost estimate reflecting the cost to design and construct with appropriate contingencies added
- 3) Conceptual images to communicate to the public what has been scoped will be a major component of this work for each location, including a 3-D walk through of the proposed new Central Library and the expanded Redmond Library.

All libraries contain many original elements (HVACs, roofs, carpets, furniture). This next phase will include rehab/replacement cost estimates to address the aging infrastructure and bring them up to date for 21st century usage. Design work will be necessary to develop detailed cost estimates in developing the final scopes. It is important that the cost estimates are accurate and are based on actual designs. Architectural and Engineering Design for all



locations will be necessary to accomplish the desired level of cost estimating. As a baseline, the new Central Library and the Redmond Library will be designed to a 100% schematic design level and all other locations will be designed to a 75% schematic design level. All updates and new construction must meet local buildings requirements. The following provides location specific details of remaining work this RFP looks to fulfill. The elements identified below, for each library location, are from the 2018 Deschutes Public Library Facilities Capital Plan (FCP). Technical assessment and cost will help in the process of identifying the final scope of work that will move to design.

### ***New Central Library***

Bend, Oregon

The FCP recommends that at least 115,000 square feet of library space for public service be provided in Bend in order to accommodate current and future population needs. The eventual need to move staff and services out of the current leased East Bend Library space provides the opportunity to reallocate and leverage these resources for even greater impact.

DPL also should relocate its system-wide services (IT, Material Handling, Accounting, Marketing etc) out of the current Administration Building and Downtown Bend Library. Pending more focused analysis of space needs for central services, the FCP recommends that at least 15,000 square feet of space be provided for such functions. Co-locating system-wide services with a significant public service library would result in a high functioning, true main library for the DPL system.

## **RECOMMENDATIONS AND OPPORTUNITIES**

Toward this end, DPL should acquire a site that can accommodate a new Central Library of at least 95,000 square feet. A facility of this size will offer the potential for:

- Significant expansion of District-wide capacity for collections and other core services;
- Providing new, high-impact services, such as space that can accommodate significant library and community events and programs;
- Accommodating DPL system-wide services in space that better supports collaboration and innovation.

### ***Redmond Library***

827 SW Deschutes Avenue, Redmond, Oregon

The Redmond Library occupies a high-profile site in downtown Redmond's civic and commercial district. The core of the building was the original Jessie Hill Elementary School, which dates to 1929. In 1996, the library was expanded to approximately 21,200 square feet and adapted for use as a library. The Redmond Library is open every day except Sunday for nearly 50 hours per week. It is the second-busiest DPL branch, averaging more

than 560 visitors and nearly 900 items checked out per day. The meeting room is used for at least three hours per day, on average.

### **RECOMMENDATIONS AND OPPORTUNITIES**

In order to meet the needs of its growing population, the Redmond community needs at least twice as much library space as is provided in its current library. To maximize service and operational efficiency, DPL should develop an expanded single library of at least 40,000 square feet for Redmond. A library of this size would support growth in core library services and a healthy collection as well as the addition of new, high-impact programs and spaces.

The current Redmond Library site is excellent and offers many advantages; however, it appears unlikely that the existing building can support expansion to 40,000 square feet (or at least not without significant compromises in wayfinding, service, and operations). Replacing the current building with a larger, modern library (likely two stories) that can be operated efficiently would be an excellent solution.

#### ***Downtown Bend Library:***

601 NW Wall Street, Bend, Oregon

Built in 1998, the Downtown Bend Library is DPL's largest branch. The two-story, approximately 34,000 square foot facility has a high-profile and highly walkable urban location. Parking is across NW Kansas Avenue, in a small lot shared with DPL Administration. The Downtown Bend Library is open every day, for a total of 56 hours weekly. It is the busiest library in the DPL system; on an average day, it is visited by nearly 1,000 people, and circulates nearly 1,900 items. The Brooks Room is DPL's busiest meeting room, and on average is used for at least five hours per day. On the second floor, the Downtown Bend Library also has a medium-sized conference room and two tutoring/group study rooms – all of which are occupied at least 50% of the time.

### **RECOMMENDATIONS AND OPPORTUNITIES**

- Recapturing staff space for public uses – including potential new high-impact programs and spaces as well as core services.
- Increasing choice and capacity for individual and group seating and work.
- Revitalizing the children's library for improved early learning and discovery.
- Update staff service desks on both levels.
- Create a more flexible connection between the Brooks Room and other public areas of the library.
- Address core, shell, and site maintenance needs.

#### ***La Pine Library***

16425 1st Street, La Pine, Oregon

The La Pine Library originally opened in 2000. The 8,100 square foot branch occupies a high-profile site in the developing downtown corridor, adjacent to a city park and close to middle and high schools.

It is open five days per week, for a total of 39 hours. On an average day, more than 170 people visit the La Pine Library and check out more than 200 items. The meeting room is used for at least an hour per day, on average.

### **RECOMMENDATIONS AND OPPORTUNITIES**

Renovation of the La Pine Library is recommended. Other opportunities to explore in a design process for the La Pine Library include:

- Revisit the balance of space for staff and the public
- Create one or more small enclosed group study/collaboration spaces
- Update furnishings to create a more browsable collection and a greater diversity of seating choices
- Update the staff service desk
- Create a more flexible connection between meeting room and children's library
- Address core, shell, and site maintenance needs

### ***Sisters Library***

110 N. Cedar Street, Sisters, Oregon

The Sisters Library was built in 2005. The 8,300 square foot branch is located in vibrant downtown Sisters, close to many civic and commercial amenities. It is open five days per week for 39 hours. On an average day, more than 170 people visit the Sisters Library and check out more than 250 items. Foot traffic is particularly strong in summer and fall during major events (such as the Sisters Rodeo).

### **RECOMMENDATIONS AND OPPORTUNITIES**

Renovation of the Sisters Library is recommended. Opportunities to explore through a community-based design process include:

- Revisit the balance of space for staff and the public
- Update the staff service desk
- Create one or more small enclosed group study/collaboration spaces
- Update furnishings to create a more browsable collection and more diverse and integrated seating choices
- Create a more flexible connection between meeting room and children's library
- Address core, shell, and site maintenance needs.

### ***Sunriver Library***

56855 Venture Ln., Sunriver, Oregon

The Sunriver Library opened in 1998 in a commercial area located outside of the village center. At 6,800 square feet, it is DPL's smallest branch. It also has the lowest gate count and circulation of any DPL branch, although it is open similar hours and days per week as the La Pine and Sisters branches. Its meeting room is used for just one hour per day, on average.

## **RECOMMENDATIONS AND OPPORTUNITIES**

Renovation of the Sunriver Library is recommended. Opportunities to explore through a community-based design process for renovation of the Sunriver Library include:

- Create one or more small enclosed group study/collaboration spaces.
- Increase utilization and flexibility of the existing meeting room.
- Address core, shell, and site maintenance needs.

### **3.4 COSTS**

Please provide a cost estimate for what it would take for you to provide us with the details conceptual design for all of our facilities as outlined below. Please include any and all expenses related to consulting, travel, materials, meetings, presentations etc.

### **3.5 CONFIDENTIALITY**

DPL will limit distribution of full proposals to the RFP Project Team, Library Director, and the Library Board. DPL may elect to share a written summary of proposals selected for further consideration with certain library staff. DPL will not agree to a more restrictive approach to confidentiality. However, if a proposal contains any information that is considered a trade secret under ORS 192.501(2), each section of such information must be marked as a "trade secret."

## **SECTION 4 - PROPOSER'S RESPONSE FORM**

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that proposer has examined all related proposal documents and read the instruction and conditions, and hereby proposes to respond in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By proposer's signature below, proposer hereby represents as follows:

(a) That no Director, officer, agent or employee of Deschutes Public Library District (DPL) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of DPL, its Directors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.
5. The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.

6. Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer's resident state is \_\_\_\_\_.
7. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand on this \_\_\_ day of \_\_\_\_\_, 2019

Name of Firm

Signature of Proposer

Phone, email, and fax

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers on this \_\_\_ day of \_\_\_\_\_, 2019

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

Email and fax number

Additional Information:

1. Name, title, telephone, email, etc. for primary contacts for the proposal
2. Customer references

- a. Provide 3-5 references who can accurately reflect system performance and company support. References should include similar installations in the areas of size and transaction levels.
3. Is your company currently for sale or involved in any transactions to expand or to be acquired by another organization? If so, explain.
4. Has your company been involved in a merger, acquisition, or reorganization in the last five years? If so, describe.
5. Number of years in businesses related to the systems and services outlined in this RFP.
6. Company-wide annual sales volume.
7. Number of employees.
8. Key employees involved in implementing and sustaining the proposed solution.
9. Demonstrate expertise in supporting similar services.
10. What is your data privacy policy regarding administrative data?
11. Demonstrate your history as a trusted partner to libraries, museums, archives, or similar cultural institutions.
12. List of subcontractors (if any) and their expected role.
13. What sets your functionality apart from that of other vendors offering the same service?

## **PROPOSAL CONTENTS AND FORMAT**

### **4.1 INSTRUCTIONS**

Proposers must submit a proposal using the Proposer's Response Form, above, and observe the following submission instructions:

- 4.1.1.** Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 4.1.2.** If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Todd Dunkelberg, Director, Deschutes Public Library, 507 NW Wall St., Bend, OR 97703.
- 4.1.3.** **Five (4)** copies of the proposal are to be supplied. One set of signed originals shall be included and clearly identified as such.
- 4.1.4.** DPL reserves the right to solicit additional information or proposal clarification from the proposers, or any one proposer, should DPL deem such information necessary.
- 4.1.5.** All questions regarding the request for proposal process shall be directed, during regular business hours, to:

Todd Dunkelberg, Director  
toddd@deschuteslibrary.org  
541-312-1021

- 4.1.6.** If a proposer is unable or unwilling to meet any DPL RFP requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.
- 4.1.7.** This Request for Proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected proposer and DPL.
- 4.1.8.** If a proposal is accepted and the contract is awarded, but the proposer fails or neglects to execute the contract or provide the required bond within ten (10) days after award, the proceeds of the proposal bond may be retained by DPL as liquidated damages for such failure or neglect. As the damages involved herein would be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the bond proceeds would represent DPL's actual damages and would not be assessed as a form of penalty.



## **4.2 SUBMISSION**

**PROPOSAL RESPONSES ARE TO BE SUBMITTED IN A SEALED ENVELOPE: CLEARLY MARKED: “CONFIDENTIAL: Architectural Firm for Conceptual Design”.** The responses are to be delivered unopened to the DPL Administration, per instructions in this RFP.

## **SECTION 5 - SELECTION CRITERIA AND AWARD**

### **5.1 CRITERIA FOR EVALUATION**

The RFP Project Team will score written proposals in accordance with the following weighted criteria to determine which proposers will proceed for further consideration. The scores for the written proposals will be cumulated and used to inform the RFP Project Team’s recommendations to the Library Board which will make the final award. Scores in each service area will be determined by comparing proposer responses to the outcomes specified in the Scope of Work Section.

Section	Description	Possible Points
3.1.1	Relevant Experience	20
3.1.2	Project Team	15
3.1.3	Project Approach	20
3.1.4	Project Plan	20
	Total	75

### **5.2 EXCEPTIONS**

Proposers shall identify any exceptions taken to this RFP by specific item number

### **5.3 PROPOSAL EVALUATION PROCESS:**

Only those proposals providing sufficient information for DPL to evaluate the criteria set forth in Section 5.1 will be deemed responsive. The RFP project team will rank responsive proposals and provide a recommendation to DPL Library Board. The Library Board may undertake negotiations as permitted by DPL Rule 137-047-0600(2). If awarded, DPL will award to the proposer whose proposal will best serve the interests of DPL, based upon scoring and negotiation results.

### **5.4 CONTRACT AWARD**

Submittal of a proposal evidences proposer’s intent to execute and be bound by the terms of the attached contract. DPL will enter into contract negotiations regarding any open terms with the

highest ranked proposer. During negotiations DPL may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If DPL is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations will begin with the next highest rated proposer. DPL may reject any and all proposals.