



# Request for Proposals

BELMONT LIBRARY MAKERSPACE

Date Issued: November 20, 2017

Responses must be received by 4:00 p.m. on January 16, 2018

# Request for Proposals

## Belmont Library Makerspace

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## Scope of Work

San Mateo County Libraries is seeking a Contractor to assist with architectural and design services to reconfigure space in the Belmont Library, located at 1110 Alameda de las Pulgas, Belmont, CA 94002, into a multi-functional Makerspace. The contractor will provide a conceptual design for a Makerspace that will replace the existing Computer Lab, Teen Spot, and possibly adjacent spaces and may serve multiple functions, including:

- Makerspace (crafts, 3d printer, robotics, lego, light cooking, etc.)
- Media editing laptops
- Recording studio
- Video production
- Instructor led classes and workshops
- Built in and flexible storage

## Project Description / Goals

- Align all aspects of the Makerspace with the [Makerspace Master Plan](#)
- Assist with defining what uses and functions may occur in the new spaces
- Define a desired “look and feel” through visual images and descriptions of potential materials, colors, furniture, and finishes.
- Lead one (1) community input meeting to inform the selection of services
- Reconfigure existing spaces to meet the functional and aesthetic requirements of the Makerspace
- Provide storage functions at and near the Makerspace
- Consider the provision of a sink to the space
- Provide revisions to the building systems to adequately support the functional needs of the Makerspace (power, ventilation, plumbing, acoustical separation, etc.)

## Supporting Documents

- Makerspace Master Plan
  - <http://www2.smcl.org/new-site/pdfs/SMCL-Makerspace-Master-Plan.pdf>
- Belmont Library Floor Plan
  - <https://smcl.org/wp-content/uploads/sites/22/2017/11/SMCL-Belmont-Library-Floor-Plan.pdf>

## Other Background

San Mateo County Libraries have been an integral part of its diverse community for over a century. Originally established by the San Mateo County Board of Supervisors in 1912 as a County Free Public Library, the San Mateo County Library Joint Powers Authority (JPA) was established in 1999. The Library JPA is comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county. The Library JPA is a separate, independent entity with its own [Governing Board](#), consisting of elected officials from each member entity. An [Operations Committee](#) composed of City and County representatives from each member entity also provides guidance.

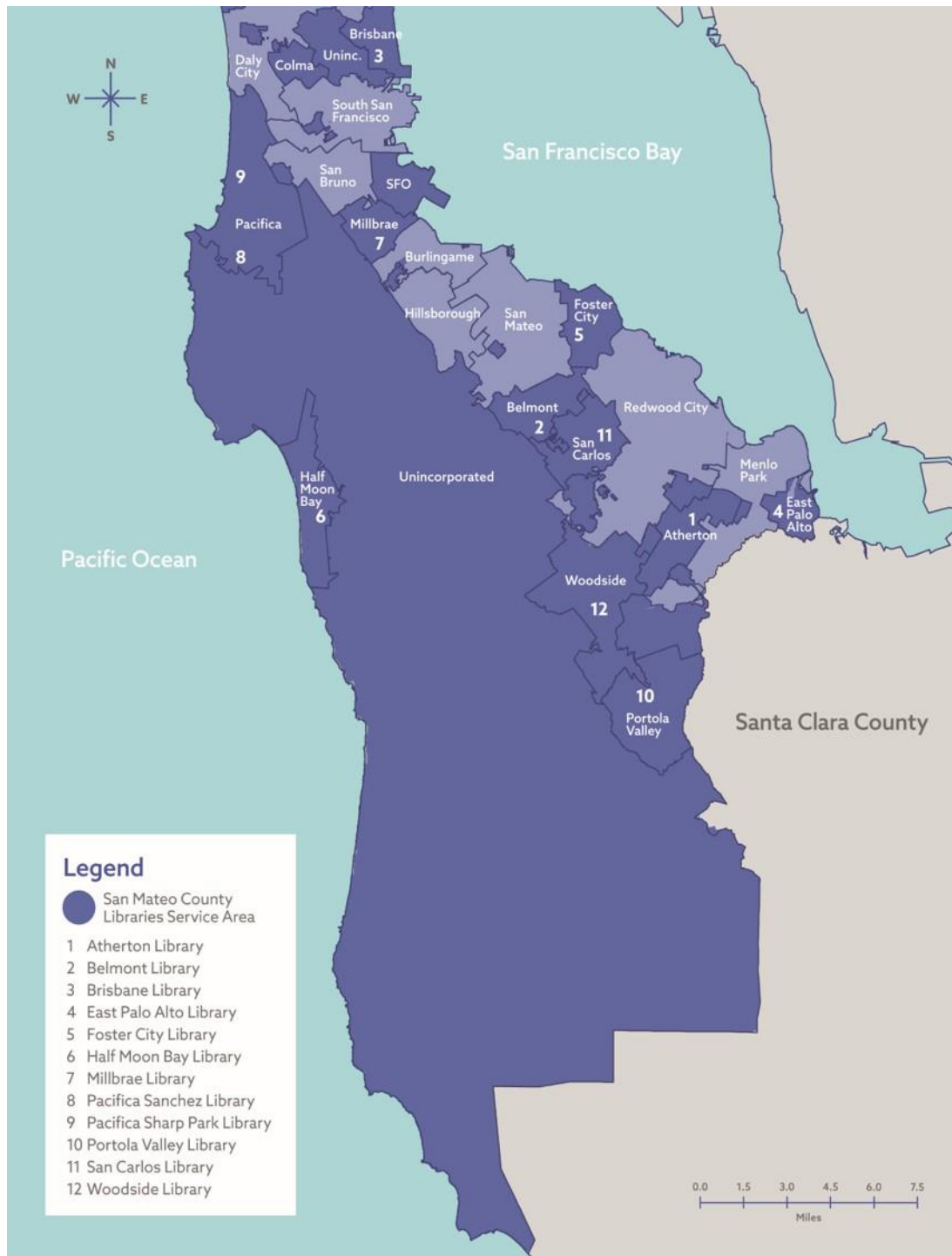
San Mateo County Libraries are incomparable destinations for learning and growth. Each of our [twelve \(12\) libraries](#) is part of a larger family offering worlds of discovery and technological opportunities. Our service area includes approximately 279,000 residents, 65% of whom have library cards. The 2.2 million visitors to SMCL libraries last year checked out more than 3.2 million materials and accessed public computers for more than 230,000 hours.

Our physical and [digital collections](#) include nearly one million items and are always growing, and we are evolving too, making the most of every opportunity for innovation and advancement in technology. As one of the largest providers of free internet access in the county, San Mateo County Libraries are equipped with [wireless service](#) and hundreds of [public computers](#) connected to a 1GBps network, and tablets, [laptops and WiFi hotspots](#) for checkout.

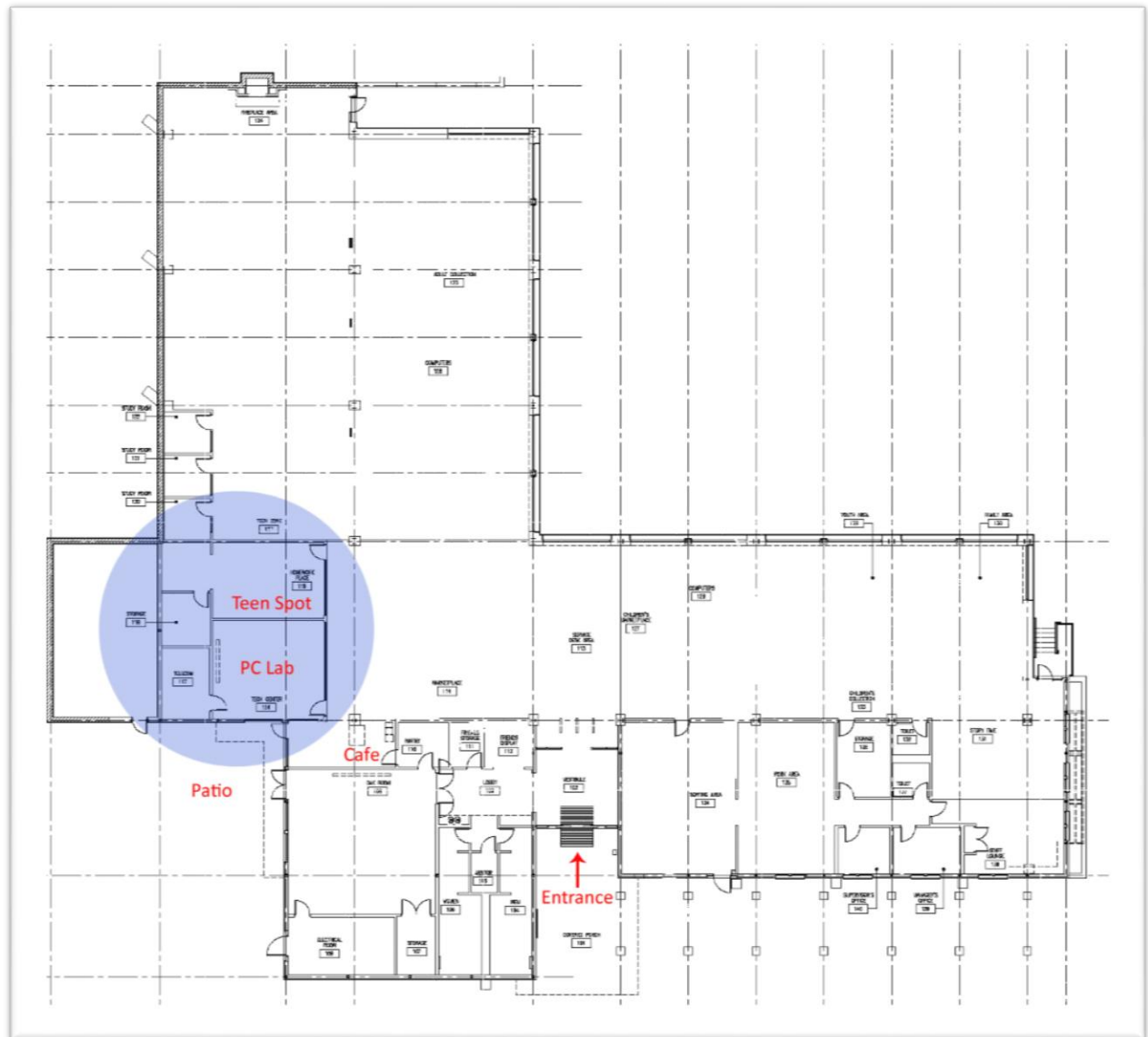
We are readers and educators at our core, a library tradition we will always embrace as champions of early literacy and exploration at every stage of life. We continually assess the needs of our residents, responding with thoughtfully designed programs and initiatives that enrich lives and uplift the community. We host over 12,000 [events](#) each year, curating programming that is designed to enrich and uplift our communities, attended by more than 329,000 children, teens and adults. Through innovative outreach services and our [bookmobile](#), enriching experiences are also delivered beyond library buildings. Our residents comprise a diverse collection of individuals, and [our services](#) reflect that. All of these pieces culminate in a message of sharing—whether it's knowledge, experience, stories, or resources.

San Mateo County Libraries provide unmatched service to our community members, and we are consistently ranked as one of the best libraries in the nation. Developed through recent strategic planning work, our vision is to ignite growth through transformative experiences, and it is our mission to strengthen our communities by creating an inclusive sense of place and an environment of learning.

## San Mateo County Libraries Service Area



## Belmont Library Floor Plan



## Request for Proposals Schedule of Events

The Request for Proposals (RFP) schedule represents the Library's best estimate of the timeline that shall be followed. The Library reserves the right, at its sole discretion to adjust this schedule as it deems necessary.

1.	Library Issues RFP	11/20/2017
2.	Deadline for Comments	12/11/2017
3.	Library Issues Responses to Comments	12/15/2017
4.	Deadline for Submitting a Proposal	1/16/2018
5.	Library Completes RFP Evaluation	1/23/2018
6.	Anticipated Contract Start Date	3/1/2018

## Contract Duration

The contract period will be from March 1, 2018 to March 1, 2019 unless terminated earlier under the terms of the Agreement. The Agreement may be renewed for two (2) additional (1) year periods, under the same terms and conditions.

## Submitting a Project Proposal

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the Library. The Library reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a Contractor, if any.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website (smcl.org). It is the responsibility of each proposer to check the website (smcl.org) for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Library or otherwise reimbursed by the Library. The RFP and all materials submitted in response to this RFP will become the property of the Library.

Project proposals must be received by the San Mateo County Libraries by January 16, 2018 at 4:00 pm PDT. Please refer to "Proposal Submission Requirements" for additional instruction. Proposals should be delivered by mail to:

San Mateo County Libraries  
Silvia Urena, Information Technology Manager  
[urena@smcl.org](mailto:urena@smcl.org)  
125 Lessingia Court  
San Mateo, California 94402-4000

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Library, as determined at the sole discretion of the Library.

## Communication Regarding the RFP

Upon release of this RFP, all communications concerning this project must be directed to Silvia Urena, the RFP Coordinator. Unauthorized contact regarding the RFP with other Library staff may result in disqualification. Written questions should be submitted by email to [urena@smcl.org](mailto:urena@smcl.org) by December 11, 2017. The Library shall respond in writing and reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification. Responses will be posted on the Library's website ([smcl.org](http://smcl.org)) by December 15, 2017.

## Contract Approval

The RFP and selection processes do not obligate the Library and do not create rights or claims of entitlement in the apparent best evaluated proposer. Contract award shall commence only after the contract is signed by the Contractor and by Library officials as required by Library regulations to establish a legally binding contract.

## Public Records Act

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record without exception. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Library if requested under the Public Records Act without further notice to you and, (2) you agree to indemnify and hold harmless the Library for release of such information.

If the Library receives a request for any portion of a document submitted in response to this RFP, the Library will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the Library reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the Library and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.



Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Library and/or its officers, agents, or employees that the Library has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

## Proposal Evaluation

All proposals received within the stated deadline will be evaluated. During the evaluation process, the Library may require a proposer's representative to answer specific questions orally and/or in writing. The most qualified individual or firm will be recommended based on the overall strength of each proposal. The evaluation is not restricted to considerations of any single factor, such as cost.

## Proposal Recommendation

The Library will recommend a provider or providers or may recommend that the proposals be rejected. The Library reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services.
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.
- History of successfully managing other contracts with public or private agencies.
- Ability to meet any required timelines or other requirements.
- Claims and violations against you or your organization.
- Cost to the Library for the primary services described by this RFP.
- References.
- Compliance with Library RFP and contractual requirements.

The Library may consider any other criteria it deems relevant and is free to make any recommendations it deems to be in the best interest of the Library. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the Library may, at its sole discretion, correct errors or contact a proposer for clarification.

Note that the Library reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the Library. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating experience or proposed methodology unless doing so is in the Library's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The Library reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the Library are served by doing so.

## Notice to Proposers

The Library is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Library

will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Library.

## Protest Process

If a proposer desires to protest the selection decision, the proposer must submit by email a written protest within five (5) business days after the delivery of the notice about the decision. Protests received after the deadline will not be accepted. Protests must be in writing and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The RFP Coordinator will respond to a protest within ten (10) business days of receiving it. The decision will be final. The protest letter must be sent by email to:

Silvia Urena, Information Technology Manager  
[urena@smcl.org](mailto:urena@smcl.org)

## Administrative Requirements

The Library has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the Library and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

If the services being requested will require you or your employees to travel to the Bay Area, and if the Library opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done, as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the Library will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs, if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

## Proposal Submission Requirements

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments. Submit one (1) original and five (5) copies. All printing shall be double-sided (duplex).

Provide a one-page cover letter on your letterhead which includes the address, voice, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations. Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

The proposer should be sure to include all information that it feels will enable the Library to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal.

Be sure your proposal is properly tabbed using the following sections:

### TAB 1 Firm Qualifications and Experience

Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP including capability and experience of key personnel and experience with other public or private agencies to provide these services.

### TAB 2 Proposed Approach

Describe your proposed approach for meeting the services required by the Library, as described under the Scope of Work on page 1. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing and equipment or other resources provided by you (if applicable). Please keep these considerations in mind as you respond to the following:

- Describe how you will fulfill the needs of the Library included in this RFP.
- Describe the measurements/metrics/deliverables/assessments you will provide.
- In the event of a routine problem, who is to be contacted within your organization?

### TAB 3 Claims and Violations Against Your Organization

Please list any current violations or claims against you/your organization and those having occurred in the past five (5) years, especially those resulting in claims or legal action against you.

### TAB 4 Cost to the Library for Primary Services

Provide a detailed explanation for all costs associated with your providing the requested services if you are selected. Is travel time to the Library expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.

### TAB 5 References

List at least three (3) business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

#### TAB 6 Statement of Compliance with Library Contractual Requirements

A sample of the Library's standard contract is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the Library's standard contract. In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California. Proposals must advise Library of any objections to any terms in the Library's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the Library will assume the proposer is prepared to sign the Library contract as-is.

Please note that the sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the provider that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a provider is selected, the Library will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in the attached.

# Sample Agreement

Agreement Number: \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between XXX, hereinafter called "Contractor", and San Mateo County Libraries, 125 Lessingia Court, San Mateo, CA 94402, hereinafter called "Library."

IT IS AGREED that the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the Library hereinafter expressed does hereby agree to furnish to the Library services and materials as follows and/or as described on exhibits attached to and incorporated herein.

Contractor will provide to the Library the following services and/or materials: See Exhibit A.

CONTRACT PERIOD will be from XXX to XXX unless terminated earlier under the terms of the Agreement.

COMPENSATION AND PAYMENT SCHEDULE: The Library will pay Contractor for services as described in Exhibit A and Exhibit B and upon receipt of approval of invoices when submitted. In the event that the Library makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Library at the time of contract termination. Library reserves the right to withhold payment if the Library determines that the quantity or quality of the work performed is unacceptable.

Payments are sent to:

XXX  
Attn. XXX  
XXX  
XXX  
XXX

Invoices are to be submitted to:

San Mateo County Libraries  
Attn. Silvia Urena  
125 Lessingia Court  
San Mateo, CA 94402  
(650) 312- 5524

ADDITIONAL PROVISIONS set forth on pages 2-3 and Exhibits A and B hereof constitutes a part of this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

XXXX

SAN MATEO COUNTY LIBRARIES JPA

\_\_\_\_\_  
Contractor Signature/ Date

\_\_\_\_\_  
Library Director Signature/ Date

\_\_\_\_\_  
Contractor Tax I.D. Number

\_\_\_\_\_  
Chair, JPA Governing Board Signature/ Date

\_\_\_\_\_  
Address

## Additional Provisions

1. Contractor agrees that the work/services performed under this Agreement are performed as an independent Contractor and that its officers and employees do not become employees of the Library nor are they entitled to any of the rights, privileges, powers or advantages of Library employees.
2. Contractor shall indemnify and defend Library, its officers and employees from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement, including but not limited to those resulting from the concurrent negligence of Library, its officers or employees.
3. Contractor agrees and understands that the Library does not provide Workers' Compensation Insurance to, or on behalf of, the Contractor for the work/services to be performed and that the Library will not withhold Federal or State Income Taxes from monies due the Contractor for work/services performed, but that said taxes are the sole responsibility of Contractor. Contractor shall provide necessary Workers' Compensation Insurance at Contractor's own cost and expense.
4. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.
5. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Library, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
6. Library may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Library, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Library and shall be promptly delivered to the Library. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Library determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
7. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
8. No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
9. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, creed, color, sex, sexual orientation, age, disability or national origin. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

10. Contractor shall maintain all records related to this Agreement for no less than three (3) years after the Library makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Library, the State of California and/or Federal grantor agencies.

11. This Agreement, including Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Library Director. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Library and Contractor. Further, liability referenced to in section 4 is limited to Contractor's negligence during the Contractor's performance under this contract.

12. This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

## Exhibit A

### Scope of Work

Description of services to be performed by Contractor:

## Exhibit B

### Payment Schedule

In consideration of the service provided by Contractor in Exhibit A, Library shall pay Contractor based on the following schedule and terms: