REQUEST FOR PROPOSAL (RFP) 22-23/16
ANCILLARY LIBRARY FURNITURE PROCUREMENT,
DELIVERY AND INSTALLATION ORS 279B SERVICES AGREEMENT

SUBMITTAL DEADLINE: 2:00 PM on January 13, 2023
ANCILLARY LIBRARY FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION SERVICES

NOTICE IS HEREBY GIVEN, Deschutes Public Library District (District) is requesting sealed proposals to invite qualified Vendors to work with the District to provide ANCILLARY LIBRARY FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION SERVICES for bond-funded library projects. Work will include procurement of ancillary library furniture, management of delivery and installation, provide cost analysis and schedule in up to 7 libraries.

Sealed proposals will be received until 2:00 PM on January 13, 2023. Clearly mark proposals “Deschutes Public Library District Ancillary Library Furniture Procurement, Delivery and Installation Services Proposal” and submit to Todd Dunkelberg, Library Director, Deschutes Public Library District at 507 NW Wall Street, Bend, Oregon 97703. Proposals received after closing will be rejected as nonresponsive and returned unopened. Public opening of responsive proposals will occur at 507 NW Wall Street, Bend, OR, 97703, at 2:00 PM on January 13, 2023.

A copy of the RFP, including all contract terms, conditions and specifications may be obtained on the District’s website at https://www.deschuteslibrary.org/about/bond/, the address above, or by calling (541) 312-5291, from December 28, 2022, until the closing date. Interested parties will prepare and submit proposals meeting the requirements of the District’s RFP for consideration by District. It is the District’s intent to select the most advantageous proposal(s) based on the evaluation criteria set forth in this RFP. No pre-qualification will be required for the contract award, nor will a pre-proposal conference be held.

Dated: December 28, 2022

Lynne Mildenstein, Assistant Library Director
I. GENERAL INFORMATION

A. INTRODUCTION

Deschutes Public Library District (District) is soliciting proposals from qualified Vendors (Vendor) to work with District’s FF&E Project Manager and Architect for bond-funded construction projects. Vendor will be required to provide procurement of specified items, delivery and installation services as specified in up to 7 libraries. Contracted services will include, but are not necessarily limited to, the items listed in Article I.D. of this RFP. Services will include coordination with work produced by District consultants, vendors, and contractors.

All Vendors are placed on notice that the scope of the Project and its costs may be revised, expanded, or reduced before a contract is executed between a Vendor and the District. For purposes of submitting a proposal, the services described in the proposal should be drafted to separately address each of the above-referenced portions of the Project. The District intends to enter into a contract in the form attached as Appendix A for the Project, with the selected Vendor after negotiating a maximum not to exceed dollar amount for goods and services. An addendum to the awarded Contract may be negotiated for additional locations of the Project, if undertaken. District reserves the right to resolicit and award services to one or more third party Vendors, in District’s sole discretion.

Proposal clarifications or additional information requested by District must be provided by Vendor within 24 hours of request, excluding weekends and holidays.

B. BACKGROUND

On November 3, 2020, Deschutes County voters approved a $195 million bond measure to construct a new Central Library, and to expand and update existing libraries in the Deschutes Public Library system. The work has been divided into 4 Work Packages.

1. Stevens Ranch Library
2. Redmond Library
3. Downtown Bend Library
4. Branch Renovations at La Pine, Sisters, East Bend, and Sunriver

Awardees must be able to provide all items on the Furniture Cut Sheets. Awardees must be prepared to work with District project teams consisting of the Vendor, Owner representatives, design team, and construction manager/general contractors to perform the work. Teamwork will be of particular importance to complete individual projects on schedule and within budget.
C. **ANTICIPATED SELECTION SCHEDULE**

District anticipates the following general timeline for its selection process. District reserves the right to change this schedule. All times stated below are in Pacific Time Zone.

- **RFP Advertised** December 28, 2022
- **Final Questions Due** January 6, 2023, 2:00 PM
- **Final Response Due** January 9, 2023, 2:00 PM
- **Proposal Due Date** January 13, 2023, 2:00 PM
- **Proposal Opening** January 13, 2023, 2:00 PM
- **Proposal Review** January 13 thru January 18, 2023
- **Interviews (if needed)** Week of January 23, 2023
- **Contract Approvals** January 27, 2023
- **Execution of Contract** January 31, 2023

D. **REQUIRED SKILLS AND CAPABILITIES**

1. **Work Product Quality & Relevance**

   (a) Demonstrated ability to produce durable permanent public fixtures and furnishings in ultra-high-wear environments.
   (b) Demonstrated ability to deliver products at the highest levels of fit and finish.
   (c) Working knowledge of special considerations when procuring elements of Ancillary Library furniture, fabrics and finishes.
   (d) Demonstrated ability to deliver production furnishings and fixtures coordinated across multiple locations with consistent quality.
   (e) Demonstrated ability to work collaboratively with Project Team to detail and implement the Ancillary Library Furniture Procurement, Delivery and Installation.

2. **Community Health & Sustainability**

   (a) Affirmed commitment to prioritizing sustainability objectives in materials sourcing.
   (b) Affirmed commitment to source materials and labor locally wherever possible and as specified.
   (c) Affirmed commitment to prioritizing nontoxic finishes and materials (protect laborers, environment, and visitors).

3. **Maintenance and Warranty.**
(a) Demonstrated ability to provide reasonable warranty and maintenance for products fabricated.
(b) Affirmed commitment to long term client relationship in support of ongoing maintenance and evolution of the Ancillary Library Furniture products.

E. SCOPE OF SERVICES

The overall scope of this project is Ancillary Library Furniture Procurement, Delivery and Installation in multiple libraries across the Deschutes Public Library system. These library spaces vary in size from roughly 6,000 square foot renovations of existing spaces at the smallest branch locations, to more than 100,000 square feet at the largest locations, which will be newly constructed.

Below is a preliminary outline of the detailed scope of work for the project, provided to assist the Vendor in analysis of required level of effort only. The final scope of deliverables and the project timeline will be mutually agreed upon by all parties.

(1) Prepare and provide a Detailed Cost Proposal itemizing the unit price, management, delivery & freight, profit and overhead to be submitted with the proposal, described as Appendix 6
(2) Provide shop drawings for review and approval if required by the Team.
(3) Assist the design team with structural, anchorage, power, and data requirements as needed.
(4) Coordination with design team on assembly requirements of integrated components.
(5) Coordination with the project team regarding the maintenance and operational use of all components.
(6) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the manufacturing and installation of the components.
(7) Provide mock-ups, samples, fabrics and material information submittals as required per the specifications.
(8) Prepare and review a detailed fabric and furniture procurement, manufacturing, delivery, and installation schedule in accordance with the District’s Master Development Schedule.
(9) Notify Project Team promptly of back-orders or discontinued items.
(10) Provide unit pricing in the most cost-effective manner.
(11) Furnish, store, deliver, handle, unload and install all components for a complete and functional system in accordance with the approved plans and specifications.
(12) All components to be manufactured and installed in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
(13) Provide all required testing of the components to ensure proper function and operation.
(14) Installation services must be provided at Prevailing Wage.
(15) All trash must be removed from site
(16) Provide operational owner training, which shall be videotaped.
(17) Provide Maintenance and Operational manuals as required per the specifications.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Vendor shall provide four hard copies plus one electronic version on a thumb-drive (.pdf format) of Vendor’s proposal in a sealed envelope clearly marked: “Confidential: Deschutes Public Library District Ancillary Library Furniture Procurement, Delivery and Installation Proposal.”

Proposals shall be submitted by 2:00 PM on January 13, 2023, to:

Todd Dunkelberg, Director
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703

Proposals shall be organized as specified in Article II.E, Proposal Contents. District assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above-specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Greg Holcomb, Owner’s Representative
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703
Phone: (541) 312-5291
Email: greg@redpointcm.com
and
Email: chris@redpointcm.com
C. **RESERVATION OF RIGHTS**
District reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the District and the public; 3) reject any or all proposals pursuant to District Rule 137-047-0640; 4) postpone or cancel this RFP at any time if doing so would be in the public interest, as determined by District in its sole discretion; 5) award an Ancillary Library Furniture Procurement, Delivery and Installation Services contract to one or more Vendor(s) based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in this RFP or any proposal, when, in District’s sole judgment, it is in the District’s best interest to do so; and 7) request any additional information District deems reasonably necessary to allow District to evaluate, rank and select the most qualified Vendor to perform the services described in this RFP.

D. **PROTESTS**

Vendors are directed to the solicitation and award protest procedures contained in District’s Public Contracting Rule 137-047-0730 and 137-047-0740.

E. **PROPOSAL CONTENTS**

Proposals shall be limited to no more than 20 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the Vendor in negotiating and signing any agreement which may result from the proposal.
- **Qualifications:**
  - Name and qualifications of the individual who will serve as the District contact.
  - The names of Vendor’s staff who will be assigned by the Vendor in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities (Key Personnel).
- Description of Vendor’s expertise in the following areas:
  - Library facilities
  - Multi-site facilities
  - Projects with multiple delivery dates
- Explanation of Vendor’s workload capacity and level of experience commensurate with the level of service required by District.
- Explanation of Vendor’s facilities and availability of support staff.
- Proof of $1 million comprehensive and automobile liability insurance. Proof of coverage by Workers’ Compensation Insurance.
- A list of at least three references from projects of similar size for whom similar services have been provided within past 5 years. (For all references, please include contact name, phone number, email, and description of work performed.)
• APPENDIX 1, VENDOR CERTIFICATION FORM, must be completed and included with Vendor proposal.
• Detailed Cost Proposal per Appendix 6

F. PUBLIC RECORDS

All proposals submitted are the property of District, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060(6). Accordingly, while a list identifying Vendors will be available upon request, proposals received and opened shall not be available for public inspection until after District has issued the notice of intent to award this Ancillary Library Furniture Procurement, Delivery and Installation Services Agreement. Thereafter, except for information marked “Proprietary,” all documents received by District shall be available for public disclosure. District will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

G. COSTS

Vendors responding to this RFP do so solely at their own expense.

H. ADDENDUM TO THE REQUEST FOR PROPOSALS.

In the event it becomes necessary to revise any part of this RFP prior to closing, District will not mail notice of Addenda, but will publish notice of any Addenda on District’s web site. Addenda may be downloaded off the District’s web site. Vendors should frequently check the District's website until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Except to the extent required by a countervailing public interest, the District shall not issue Addenda less than 72 hours before the Closing, unless the Addendum also extends the Closing

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

District will review proposals received to determine whether or not each Vendor meets the following minimum qualifications:

• Has been in business a minimum of (5) Five years continuously providing the goods and services required by this RFP.
• The proposal is submitted in accordance with all requirements of this RFP.
• Proposal must include all products in RFP.
• Vendor possesses all required licensing by the State of Oregon to provide the goods and services required by this RFP.
B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the District using the following criteria:

<table>
<thead>
<tr>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Ancillary Library Furniture Procurement, Delivery and Installation Service experience and capabilities (15)</td>
</tr>
<tr>
<td>2) Ability to meet the Master Development Schedule for the procurement, delivery and installation of all specified products (10)</td>
</tr>
<tr>
<td>3) Detailed Cost Proposal (70)</td>
</tr>
<tr>
<td>4) References (5)</td>
</tr>
<tr>
<td>Maximum Total Points</td>
</tr>
</tbody>
</table>

C. SELECTION

The evaluation committee will consist of District project team members. Each member shall complete an evaluation sheet ranking each qualified Vendor against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. District reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may either recommend a firm with which to enter into an Ancillary Library Furniture Procurement, Delivery and Installation Services Agreement.

If District does not cancel the RFP after receipt of the evaluation committee’s scoring results and recommendation, District will begin negotiating a contract with the highest-ranking candidate. District shall direct negotiations toward obtaining written agreement on the Vendor’s performance obligations, a payment methodology that is fair and reasonable to District that reflects a candidate’s best and final offer and any other provisions District believes to be in District’s best interest to negotiate.

If District and one or more of the selected candidates are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to District, District shall, either orally or in writing, formally terminate negotiations with one or more of the selected candidates. District may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or District terminates this RFP.
D. CONTRACT

District desires to enter into an Ancillary Library Furniture Procurement, Delivery and Installation Services Agreement with the chosen awardee in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected Vendor will be expected to sign the attached written agreement, which will incorporate this RFP and awardee’s proposal. Submittal of a proposal indicates a Vendor’s agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee’s proposal. Negotiations shall be limited to cost and any other terms District chooses to negotiate, in District’s sole discretion.

District anticipates payment for services up to a maximum, not to exceed total. However, District will also consider alternative proposals. District reserves the right to negotiate a compensation package that is fair and reasonable to District, as determined solely by District.

It is anticipated that District will enter into the attached agreement for the term of the projects with individual assignments authorized by written task orders.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

Deschutes Public Library District is an Equal Opportunity/Affirmative Action Employer
Women, Minorities and Disabled Persons are encouraged to apply

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

Appendix 1: Vendor Certification Form
Appendix 2: Ancillary Library Furniture Procurement, Delivery and Installation Services Agreement
Appendix 3: Master Development Schedule
Appendix 4: La Pine Cut Sheets
Appendix 5: Sisters Cut Sheets
Appendix 6: Detailed Cost Proposal Format
Appendix 7: Specifications

REQUEST FOR PROPOSAL ANCILLARY LIBRARY FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION SERVICES AGREEMENT

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APPENDIX 1: VENDOR CERTIFICATION FORM

(Vendor Name)

The Vendor, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies that:

1. Vendor has read and understands and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.

2. Vendor has read and understands and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP.

3. Vendor has, or will have, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified in the Master Development Schedule. Vendor agrees to the schedule milestones and durations indicated therein.

4. The Proposal was prepared independently from all other Vendors, and without collusion, fraud, or other dishonesty.

5. Neither the Vendor, nor anyone representing the Vendor, offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to District or its agents, employees, or anyone representing District, or engaged in any other type of anti-competitive conduct at any time in conjunction with this RFP.

6. Vendor 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.

7. If awarded the Contract, Vendor shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Vendor’s control and Vendor’s best efforts.

8. Vendor has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

9. District has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or federal Law, and (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.

10. Vendor has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.
11. Vendor 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.

12. Vendor will execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by District.

13. Vendor agrees to comply with the provisions of Prevailing Wage Laws ORS 279C.840. The Vendor to comply with Oregon tax laws in accordance with ORS 305.385. “Contractor agrees to be bound and will comply with the provisions of ORS 279C.840 or the Davis-Bacon Act 40 U.S.C. § 3141, et seq.”

14. The Vendor, pursuant to ORS 279A.120 (1), (circle one) is/is not a resident Vendor. If not, indicate State of residency ________.

I have received the following addenda, as initialed below:

Addendum 1 Date received
Addendum 2 Date received
Addendum 3 Date received

Respectfully submitted: ____________ (Date)

By:
(Name)
(Signature)
(Title)
(Email)
(Telephone Number)
(Physical address)
(City, State, Zip)

This RFP will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870. Any proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
APPENDIX 2

DESHUTES PUBLIC LIBRARY
ANCILLARY LIBRARY FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION SERVICES CONTRACT

This Contract is by and between Deschutes Public Library District (District) and __________ (Vendor). Vendor hereby enters into a contract for Ancillary Library Furniture Procurement, Delivery and Installation Services (“Services”). At the District’s sole discretion, Vendor shall provide Ancillary Library Furniture Procurement, Delivery and Installation Services, as detailed in the District’s Request for Proposal (collectively referred to as “Project”).

A. RECITALS

District solicited proposals from Vendor and firms to provide Ancillary Library Furniture Procurement, Delivery and Installation Services for Project through a formal competitive proposal process conducted under District Public Contracting Rule 137-047-0260.

Vendor submitted its proposal, having examined the Request for Proposals, and Vendor was chosen as the most Advantageous Responsive and Responsible Proposer, best suited to meet District’s needs pursuant to identified RFP criteria.

District has awarded the Contract to Vendor.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract.

(1) Exhibit A – Scope of Work
(2) Exhibit B – Oregon Public Contracting Requirements for Goods and Service Contracts subject to prevailing wages (ORS 279B and 279C.800-870)
(3) Exhibit C – Request for Proposal
(4) Exhibit D – Vendor’s Proposal/Fee Schedule

In the event of any conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C and D in that order.

C. AGREEMENT

1. **Term.** The term of this Contract shall extend from execution until Vendor completes the Scope of Work outlined in Section 2, which shall occur no later than June 30, 2026, unless terminated earlier pursuant to Section 6, or extended for up to six (6) additional months, upon mutual written Contract of both parties.

2. **Scope of Work.** Vendor agrees to the following Services during the term of this Contract.

   2.1 Vendor shall provide District with all materials and Services outlined in the attached Exhibits A, C and D.
2.2 Vendor shall not perform and District shall not pay for Vendor’s Services which are outside the work described in this Section 2, unless District provides prior written consent for such work.

3. **Contract Price**

3.1 **Invoices.** Invoices for Vendor’s Services shall be based upon Vendor’s quote as set forth in Exhibit C, up to the maximum amounts, above. These amounts shall be billed to District in summary form, detailing the previous month’s fees and costs and the percentage of the project completed to date, on or about the 5th day of each month for all Services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Vendor at District’s request. In the event of non-payment due to a fee dispute between the parties, Vendor shall continue to provide Contract services to District.

3.2 **Compensation.** Vendor will be paid by District on a lump sum basis, for work actually completed and invoiced as described in this section. Vendor shall complete its scope of work as defined in Exhibit A for up to a total not to exceed amount $_______. This maximum contract amount shall function as a limit on District contract payments. Vendor will not be entitled to receive as payment from District the difference between amounts invoiced for work completed and the maximum Contract amount provided in this section, if any, unless approved in advance via an amendment to this Contract.

3.3 **Deposits.** Required deposit amounts to be included in fee proposal.

4. **Independent Contractor.** Vendor is an independent Contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Contract. While District reserves the right to set various schedules and evaluate the quality of Vendor’s completed work, District cannot and will not control the means and manner of Vendor’s performance. Vendor is responsible for determining the appropriate means and manner of performing the work provided for under this Contract. Vendor is responsible for all federal and state taxes applicable to compensation and payment paid to Vendor under this Contract and will not have any amounts withheld by District to cover Vendor’s tax obligations. Vendor is not eligible for any District fringe benefit plans. It is recognized that Vendor may or will be performing work during the term for other parties and that District is not the exclusive user of the services that Vendor provides.

5. **Covenants.** Vendor agrees to faithfully and diligently perform the duties required by this Contract and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the District.

6. **District Responsibilities**

6.1 In addition to District’s payment obligations, as set forth in Section 3.2 above, District shall report the total amount of all payments to Vendor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
6.2 Unless otherwise allocated to Vendor via an amendment to this Contract, District will either perform or contract with another service provider to perform items designated as “Not Included” in Exhibit C. Vendor accepts and agrees to perform all other tasks and responsibilities associated with the Services pursuant to this Contract.

7. **Termination**

7.1 **Termination for Convenience.** This Contract may be terminated by mutual consent of the parties upon written notice at any time. In addition, District may terminate all or part of this Contract upon determining that termination is in the best interest of District by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against Vendor.

Upon termination under this Section, Vendor shall be entitled to payment in accordance with the terms of this Contract for work completed and accepted before termination less previous amounts paid and any claim(s) District has against Vendor. Pursuant to this Section, Vendor shall submit an itemized invoice for all unreimbursed work completed before termination and all Contract closeout costs actually incurred by Vendor. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Vendor can show good cause beyond its control for the delay.

7.2 **Termination for Default**

(A) If the District fails to perform in the manner called for in this Contract or if the District fails to comply with any other provisions of the Contract, the Vendor may terminate this Contract for default after giving the District the notice and opportunity to cure required by this Section. Prior to termination for default, the Vendor must give the District written notice of the breach and of the Vendor’s intent to terminate. If the District has not entirely cured the breach within fifteen (15) days of the date of the notice, then the Vendor may terminate the Contract at any time thereafter by giving the District a written notice of termination.

(B) If the Vendor fails to perform in the manner called for in this Contract or if the Vendor fails to comply with any other provisions of the Contract, the District may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor shall be paid the Contract price only for Services performed in accordance with the manner of performance as set forth in this Contract.

8. **Disengagement Contract**

Upon receiving a notice of termination, and except as otherwise directed in writing by District, Vendor will continue to perform Services to the date agreed upon as the termination date.

9. **Standard of Care**

The standard of care applicable to Vendor’s service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at
the time such services are performed. Vendor will re-perform any services not meeting this standard without additional compensation and shall perform such additional work as may be necessary to correct errors in the Services required under this Contract without undue delay and without additional costs.

10. **Warranty**

10.1 Vendor warrants that all materials and services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Vendor shall not alter or affect the obligations of Vendor or the rights of District.

10.2 Vendor warrants that the Furniture to be provided pursuant to this Contract shall be constructed in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the Furniture the District is purchasing.

11. **No Waiver of Legal Rights.** District shall not be precluded or estopped by completion or acceptance of Furniture, or payment therefor, from showing that Furniture does not conform to this Contract. District shall recover from Vendor such damages as District may sustain by reason of Vendor’s failure to comply with the terms of this Contract. A waiver of any breach of the Contract shall not be held as a waiver of any other subsequent breach of this Contract.

12. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

12.1 If terminated under Section 7.2 by District due to a breach by Vendor, District may purchase the furniture from another Vendor. If the cost of the furniture exceeds the unpaid balance of the total compensation provided under this Contract, then Vendor shall pay to District the amount of the reasonable excess.

12.2 In addition to the above remedies for a breach by Vendor, District also shall be entitled to any other equitable and legal remedies that are available.

12.3 If District breaches this Contract, Vendor’s remedy shall be limited to termination of the Contract and receipt of Contract payment for the portions of the Furniture received and accepted by District.

12.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

12.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Vendor shall immediately cease all activities related to the services and work under this Contract.

13. **Confidentiality.** Vendor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Vendor
warrants that its employees assigned to this Contract shall maintain necessary 
confidentiality. Vendor shall require similar Contracts from any Vendor subcontractors to 
maintain the confidentiality of District information.

14. **Notice.** Any required or permitted notices hereunder must be given in writing at the 
address of each party set forth below, or to such other address as either party may 
substitute by written notice to the other in the manner contemplated herein, by email, 
followed by one of the following methods: hand delivery; registered, express, or certified 
mail, return receipt requested, postage prepaid; or nationally-recognized private express 
courier:

**District:**
Todd Dunkelberg, Director
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703
Phone: (541) 385-3244
Fax: (541) 389-2982
Email: toddd@deschuteslibrary.org

**Vendor:**
________________________
________________________
________________________
________________________

15. **Insurance.** Vendor shall maintain the following limits of insurance with a carrier(s) rated 
A- or better by A.M. Best:

12.1 General Commercial liability insurance -- $2,000,000 aggregate

12.2 RESERVED

12.3 Workers’ Compensation insurance -- $1,000,000

12.4 Automobile Liability Insurance -- $1,000,000 each accident

Vendor shall: (a) provide District with a copy of a current Certificate of Insurance with the 
coverages listed above; (b) include District as an additional insured for General 
Commercial Liability (subject to the terms and conditions of the applicable Vendor 
insurance policy); and (c) provide District with 30-day notice prior to cancellation.

16. **Indemnity.** To the extent permitted by law, Vendor shall protect, defend, indemnify and 
hold the District harmless from and against all claims, demands, damages, costs, 
actions and causes of actions, liabilities, fines, penalties, judgments, expenses and 
attorney fees, resulting from the injury or death of any person or the damage to or 
destruction of property, or the infringement of any patent, copyright, trademark or trade 
secret, arising out of the work performed or Furniture provided under this Contract or
Vendor’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of District.

17. **Force Majeure.** Vendor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

18. **Federal Funds.** If payment under this Contract is to be charged against federal funds, Vendor is not currently employed by the federal government and the amount charged does not exceed Vendor’s normal charge for the type of service provided.

19. **No Benefits.** Vendor will not be eligible for any federal Social Security, state Worker’s Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Contract, except as a self-employed individual.

20. **PERS.** Vendor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

21. **Assignment.** Vendor shall not assign or subcontract any of its obligations under this Contract without District’s prior written consent, which may be granted or withheld in District’s sole discretion. Any subcontract made by Vendor shall incorporate by reference all the terms of this Contract. District’s consent to any assignment or subcontract shall not release Vendor from liability under this Contract or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract, and District shall incur no obligation other than its obligations under this Contract. The Vendor agrees that if subcontractors are employed in the performance of this Contract, the Vendor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers’ Compensation.

22. **Public Contracting Requirements.** Vendor shall comply with all federal, state and local laws and ordinances applicable to the work under this Contract, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, 279B.235, and 279C.800 to 279C.870, as more particularly set forth in Exhibit B.

23. **Governing Law.** This Contract is to be governed by and under the laws of the State of Oregon.

24. **Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Deschutes County Circuit Court, Deschutes County, Oregon, over all legal matters pertaining to this Contract, including, but not limited to, its enforcement, interpretation or rescission.

25. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Contract, the parties shall, upon the request of District, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such
request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Deschutes County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator’s decision shall be binding upon the parties.

26. **Continuation During Disputes.** Notwithstanding any dispute under this Contract, whether before or during arbitration, the Vendor shall continue to perform its work pending resolution of a dispute and District shall make payments as required by the Contract for undisputed portions of work.

27. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney’s fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Vendor agrees to pay District’s attorney’s fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

28. **Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.

29. **Facsimile Signatures.** The delivery of signatures to this Contract by facsimile transmission shall be binding as original signatures.

30. **Entire Contract.** This Contract shall be the exclusive Contract between the parties for the Services. No modification of this Contract shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

31. **Signatures.** This Contract is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

32. **Counterparts.** This Contract may be executed and delivered in any number of counterparts, and all such counterparts shall constitute the same instrument. District understands and agrees that an authentic copy or electronic reproduction of this Contract shall have the same force and effect as an original counterpart.

DISTRICT: 

DESHUTES PUBLIC LIBRARY DISTRICT

VENDOR:

By: ____________________________________________  By: ____________________________________________

Title: ___________________________________________  Title: ___________________________________________

Date: ___________________________________________  Date: ___________________________________________
EXHIBIT A

Scope of Work
(as further defined in Exhibit C)

Project Locations:

<table>
<thead>
<tr>
<th>Library Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Pine</td>
<td>16425 1st St. La Pine, OR</td>
</tr>
<tr>
<td>Sisters</td>
<td>110 N. Cedar St. Sisters, OR</td>
</tr>
</tbody>
</table>

Note: Service Contract for following Sites

Project Schedule:

<table>
<thead>
<tr>
<th>Sequence</th>
<th>Project</th>
<th>Installation Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>La Pine Library</td>
<td>7/1/2023</td>
</tr>
<tr>
<td>2</td>
<td>Sisters Library</td>
<td>7/1/2023</td>
</tr>
</tbody>
</table>

Deschutes Public Library PRELIMINARY furniture installation schedule

The overall scope of this project is Ancillary Library Furniture Procurement, Delivery and Installation in multiple libraries across the Deschutes Public Library system. These library spaces vary in size from roughly 6,000 square foot renovations of existing spaces at the smallest branch locations, to more than 100,000 square feet at the largest locations, which will be newly constructed.

Below is a preliminary outline of the detailed scope of work for the project, provided to assist the Vendor in analysis of required level of effort only. The final scope of deliverables and the project timeline will be mutually agreed upon by all parties.

1) Prepare and provide a Detailed Cost Proposal itemizing the unit price, management, delivery & freight, profit and overhead to be submitted with the proposal, described as Appendix 6
2) Provide ALL specified items per schedule. No substitutions or alternates
3) Provide shop drawings for review and approval if required by the Team.
4) Assist the design team with structural, anchorage, power, and data requirements as needed.
(5) Coordination with design team on assembly requirements of integrated components.
(6) Coordination with the project team regarding the maintenance and operational use of all components.
(7) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the manufacturing and installation of the components.
(8) Provide mock-ups, samples, fabrics and material information submittals as required per the specifications.
(9) Prepare and review a detailed fabric and furniture procurement, manufacturing, delivery, and installation schedule in accordance with the District's Master Development Schedule.
(10) Notify Project Team promptly of back-orders or discontinued items.
(11) Provide unit pricing in the most cost-effective manner.
(12) Furnish, store, deliver, handle, unload and install all components for a complete and functional system in accordance with the approved plans and specifications.
(13) All components to be manufactured and installed in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
(14) Provide all required testing of the components to ensure proper function and operation.
(15) Installation services must be provided at Prevailing Wage.
(16) All trash must be removed from site.
(17) Provide operational owner training, which shall be videotaped.
(18) Provide Maintenance and Operational manuals as required per the specifications.
**Project Contacts:**

All direction to be taken from Chris Bertocchi/Redpoint Construction Management unless additional contact details provided.

**Owner's Representatives:**

Redpoint Construction Management

Chris Bertocchi
(415) 613-5127
chris@redpointcm.com

Greg Holcomb
(949) 326-3748
greg@redpointcm.com

**Deschutes Public Library:**

Lynne Middlestein, Assistant Director
(541) 312-1028
lynnem@dpls.lib.or.us

Robert Guzzo, Business Services Manager
(541) 312-1036
robertg@dpls.lib.or.us
EXHIBIT B

PUBLIC CONTRACTING REQUIREMENTS

A. **ORS Chapter 279B Requirements:**

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(6) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).

(7) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(8) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(9) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor’s failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

(10) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining
any required subcontractors. ORS 279A.110.

(11) As used in this section, “nonresident contractor” means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

B. ORS Chapter 279C Requirements Pertaining to Prevailing Wage Contracts:

(1) Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Contracting Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the Contracting Agency is unable to determine the validity of any claim for labor or material furnished, the Contracting Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(2) Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the Contracting Agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30%. The amount of interest may not be waived.

(3) As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor’s Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the
wages of employees pursuant to any law, contract or Contract for the purpose of providing or paying for such service.

(5) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is 4 consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

(6) Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(7) The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(a) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 2022 Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:


and are hereby incorporated as part of the contract documents.

(b) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

(c) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.

(d) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

(8) Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of $30,000. The bond
must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety’s liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days' written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety’s liability for work performed on contracts entered into before the cancellation. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

(a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).

(b) Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.

(9) As may be required by ORS 279C.845, Contractor or contractor’s surety and every subcontractor or subcontractor’s surety shall file certified payroll statements with the Contracting Agency in writing.

(a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed the required certified statements as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.

(b) The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
EXHIBIT D

VENDOR'S PROPOSAL/FEE SCHEDULE
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Deschutes Public Libraries Full Schedule</td>
<td>1471 days</td>
<td>Mon 3/8/21</td>
<td>Mon 10/26/26</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>A/E Team Selection Process</td>
<td>100 days</td>
<td>Mon 3/8/21</td>
<td>Fri 7/23/21</td>
<td></td>
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<tr>
<td>82</td>
<td>CMGC Team Selection Process to Contract for Each WP</td>
<td>620 days</td>
<td>Mon 6/7/21</td>
<td>Fri 10/20/23</td>
<td></td>
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<tr>
<td>83</td>
<td>Develop Findings for Exemption Request (ER)</td>
<td>16 days</td>
<td>Mon 6/7/21</td>
<td>Wed 6/28/21</td>
<td></td>
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<tr>
<td>87</td>
<td>Publish/Post public Notice Statewide (14 Days Prior)</td>
<td>12 days</td>
<td>Tue 6/29/21</td>
<td>Wed 7/14/21</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>RFP Production - Develop solicitation Documents</td>
<td>52 days</td>
<td>Mon 6/7/21</td>
<td>Tue 8/17/21</td>
<td></td>
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<tr>
<td>82</td>
<td>Manage Solicitation - Work Package RFP to Contract</td>
<td>568 days</td>
<td>Wed 8/18/21</td>
<td>Fri 10/20/23</td>
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<td>83</td>
<td>WP1 Steven's Ranch Library RFP</td>
<td>53 days</td>
<td>Wed 8/18/21</td>
<td>Fri 10/29/21</td>
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<tr>
<td>105</td>
<td>WP2 Redmond Library RFP</td>
<td>53 days</td>
<td>Wed 8/18/21</td>
<td>Fri 10/29/21</td>
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<td>107</td>
<td>WP3 Downtown Bend Library RFP</td>
<td>75 days</td>
<td>Mon 7/10/23</td>
<td>Fri 10/20/23</td>
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<tr>
<td>150</td>
<td>WP4 Sunriver, Sisters, La Pine &amp; East Bend</td>
<td>55 days</td>
<td>Mon 11/1/21</td>
<td>Fri 1/14/22</td>
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<tr>
<td>172</td>
<td>Finance</td>
<td>804 days</td>
<td>Tue 4/13/21</td>
<td>Mon 5/13/24</td>
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<tr>
<td>177</td>
<td>Public Outreach</td>
<td>1441 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/14/26</td>
<td></td>
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<tr>
<td>194</td>
<td>Prime Contracts</td>
<td>1003 days</td>
<td>Mon 7/26/21</td>
<td>Wed 5/28/25</td>
<td></td>
</tr>
<tr>
<td>204</td>
<td>New Steven's Ranch Library - East Side Bend</td>
<td>651 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/4/23</td>
<td></td>
</tr>
<tr>
<td>205</td>
<td>Land use/Property - Master Plan</td>
<td>651 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/4/23</td>
<td></td>
</tr>
<tr>
<td>244</td>
<td>ODOT Roundabout</td>
<td>267 days</td>
<td>Mon 3/8/21</td>
<td>Tue 3/15/22</td>
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</tr>
<tr>
<td>253</td>
<td>Design/Permitting</td>
<td>491 days</td>
<td>Tue 7/27/21</td>
<td>Tue 6/13/23</td>
<td></td>
</tr>
<tr>
<td>269</td>
<td>Steven's Ranch Library</td>
<td>1016 days</td>
<td>Mon 3/21/22</td>
<td>Mon 2/9/26</td>
<td></td>
</tr>
<tr>
<td>290</td>
<td>Land Acquisition</td>
<td>420 days</td>
<td>Mon 3/21/22</td>
<td>Fri 10/27/23</td>
<td></td>
</tr>
<tr>
<td>313</td>
<td>Concept Design</td>
<td>70 days</td>
<td>Thu 6/9/22</td>
<td>Wed 9/14/22</td>
<td></td>
</tr>
<tr>
<td>321</td>
<td>Schematic Design</td>
<td>131 days</td>
<td>Wed 9/14/22</td>
<td>Wed 3/15/23</td>
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<tr>
<td>322</td>
<td>SD Document Production</td>
<td>100 days</td>
<td>Wed 9/14/22</td>
<td>Tue 1/31/23</td>
<td>320</td>
</tr>
<tr>
<td>323</td>
<td>QC Review</td>
<td>5 days</td>
<td>Wed 2/1/23</td>
<td>Tue 2/7/23</td>
<td>322</td>
</tr>
<tr>
<td>324</td>
<td>QC Updates</td>
<td>5 days</td>
<td>Wed 2/8/23</td>
<td>Tue 2/14/23</td>
<td>323</td>
</tr>
<tr>
<td>325</td>
<td>100% SD Submission</td>
<td>0 days</td>
<td>Wed 2/15/23</td>
<td>Wed 2/15/23</td>
<td>324FS+1 day</td>
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<tr>
<td>326</td>
<td>Owner Review &amp; CMGC Review</td>
<td>10 days</td>
<td>Thu 2/16/23</td>
<td>Wed 3/3/23</td>
<td>325</td>
</tr>
<tr>
<td>327</td>
<td>SD Cost Estimate (Estimator &amp; CMGC)</td>
<td>15 days</td>
<td>Thu 2/16/23</td>
<td>Wed 3/3/23</td>
<td>325</td>
</tr>
<tr>
<td>328</td>
<td>SD Estimate Submittal (Estimator &amp; CMGC)</td>
<td>0 days</td>
<td>Wed 3/8/23</td>
<td>Wed 3/8/23</td>
<td>327</td>
</tr>
<tr>
<td>329</td>
<td>Estimate Reconciliation (Estimator, CMGC, DPL, &amp;E)</td>
<td>5 days</td>
<td>Thu 3/9/23</td>
<td>Wed 3/15/23</td>
<td>328</td>
</tr>
</tbody>
</table>
Project: Deschutes Public Library Full Schedule

Print Date: Fri 12/16/22

Project: Deschutes Public Libraries Full Schedule

2022
Qtr 1
3/2
2023
Qtr 2
6/1
2023
Qtr 3
9/1
2023
Qtr 4
12/1
2024
Qtr 1
3/2
2024
Qtr 2
6/1
2024
Qtr 3
9/1
2024
Qtr 4
12/1
2025
Qtr 1
3/2
2025
Qtr 2
6/1
2025
Qtr 3
9/1
2025
Qtr 4
12/1
2026
Qtr 1
3/2
2026
Qtr 2
6/1
2026
Qtr 3
9/1
2026
Qtr 4
12/1

1. **Construction Documents (CD)**
   - Duration: 150 days
   - Start: Thu 6/15/23
   - Finish: Wed 1/10/24

2. **50% Construction Documents**
   - Duration: 75 days
   - Start: Thu 6/15/23
   - Finish: Wed 9/27/23

3. **50% CD Document Production**
   - Duration: 45 days
   - Start: Thu 6/15/23
   - Finish: Wed 8/16/23

4. **50% CD Progress Set for QC**
   - Duration: 0 days
   - Start: Wed 8/16/23

5. **50% QC Review**
   - Duration: 5 days
   - Start: Thu 8/17/23

6. **50% QC Updates**
   - Duration: 5 days
   - Start: Thu 8/24/23

7. **Structural Steel Mill Order Set Ready**
   - Duration: 0 days
   - Start: Wed 8/30/23

8. **50% CD Submission**
   - Duration: 0 days
   - Start: Wed 8/30/23

9. **50% Owner Review & CMGC Review**
   - Duration: 0 days
   - Start: Wed 8/30/23

10. **50% CD Cost Estimate (CMGC)**
    - Duration: 15 days
    - Start: Thu 8/31/23

11. **50% CD Estimate Submittal (CMGC)**
    - Duration: 0 days
    - Start: Wed 9/20/23

12. **50% Estimate Reconciliation (CMGC, DPL, A&E)**
    - Duration: 5 days
    - Start: Thu 9/21/23

13. **50% DPL Approval required for document completion**
    - Duration: 0 days
    - Start: Wed 9/13/23

14. **95% Construction Documents**
    - Duration: 65 days
    - Start: Thu 9/14/23

15. **95% CD Document Production**
    - Duration: 45 days
    - Start: Thu 9/14/23

16. **95% CD Progress Set for QC**
    - Duration: 0 days
    - Start: Wed 11/15/23

---

**Other Milestones and Tasks:**

- **50% Construction Documents (CD)**
- **50% CD Document Production**
- **50% CD Progress Set for QC**
- **50% QC Review**
- **50% QC Updates**
- **Structural Steel Mill Order Set Ready**
- **50% CD Submission**
- **50% Owner Review & CMGC Review**
- **50% CD Cost Estimate (CMGC)**
- **50% CD Estimate Submittal (CMGC)**
- **50% Estimate Reconciliation (CMGC, DPL, A&E)**
- **50% DPL Approval required for document completion**
- **95% Construction Documents**
- **95% CD Document Production**
- **95% CD Progress Set for QC**

---

**External Milestone:**

- **Construction Documents (CD)**
- **50% Construction Documents**
- **50% CD Document Production**
- **50% CD Progress Set for QC**
- **50% QC Review**
- **50% QC Updates**
- **Structural Steel Mill Order Set Ready**
- **50% CD Submission**
- **50% Owner Review & CMGC Review**
- **50% CD Cost Estimate (CMGC)**
- **50% CD Estimate Submittal (CMGC)**
- **50% Estimate Reconciliation (CMGC, DPL, A&E)**
- **50% DPL Approval required for document completion**
- **95% Construction Documents**
- **95% CD Document Production**
- **95% CD Progress Set for QC**

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**Inactive Task:**

- None

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**Manual Summary:**

- None

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**Manual Summary Rollup:**

- None

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**Progress:**

- None
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547 | Construction Documents Budget (50% CDs) | 0 days | Fri 8/30/24 | Fri 8/30/24 | 517
548 | Bid Set Formatted | 5 days | Mon 3/24/25 | Fri 3/28/25 | 538
549 | GMP Finalization | 44 days | Fri 3/28/25 | Thu 5/29/25 | 540
550 | Issue Bid Documents | 0 days | Fri 3/28/25 | Fri 3/28/25 | 548
551 | GMP - Sub Bid Period | 15 days | Mon 3/31/25 | Fri 4/18/25 | 550
552 | Evaluate & Assemble Final GMP | 10 days | Mon 4/21/25 | Fri 5/2/25 | 551
553 | Owner Review | 10 days | Mon 5/9/25 | Fri 5/16/25 | 552
554 | GC to Assemble Final GMP Amendment | 5 days | Mon 5/19/25 | Fri 5/23/25 | 553
555 | Assemble Board Pack | 5 days | Mon 5/12/25 | Fri 5/16/25 | 553
556 | DPL Board meeting | 0 days | Mon 5/26/25 | Mon 5/26/25 | 556
557 | GMP Executed | 0 days | Wed 5/28/25 | Wed 5/28/25 | 556
558 | Issue Notice To Proceed | 0 days | Thu 5/29/25 | Thu 5/29/25 | 557
559 | Building Remodel | 220 days | Tue 12/23/25 | Mon 10/26/26 | 561
560 | DPL moving process | 30 days | Tue 12/23/25 | Mon 2/2/26 | 571
561 | Demo | 10 days | Tue 2/3/26 | Mon 2/13/26 | 571
562 | Building Construction | 150 days | Tue 2/17/26 | Mon 9/14/26 | 561
563 | Close Out | 45 days | Tue 8/25/26 | Mon 10/26/26 | 561
564 | FF&E/Operations | 681 days | Mon 2/26/24 | Mon 10/5/26 | 565
565 | FF&E Scoping | 85 days | Mon 2/26/24 | Fri 6/21/24 | 565
566 | FF&E Design | 50 days | Mon 6/24/24 | Fri 8/30/24 | 566
567 | FF&E Specifications and Coordination | 55 days | Mon 9/2/24 | Fri 11/15/24 | 566
568 | FF&E Procurement | 120 days | Mon 11/18/24 | Fri 5/2/25 | 571
569 | FF&E Installation | 40 days | Tue 7/21/26 | Mon 9/14/26 | 568
570 | Collection Installation | 10 days | Tue 9/15/26 | Mon 9/28/26 | 568
571 | FF&E Testing | 10 days | Tue 9/15/26 | Mon 9/28/26 | 569
572 | Operations Training and Set-up | 10 days | Tue 9/15/26 | Mon 9/28/26 | 569
573 | Downtown Bend Opening | 5 days | Tue 9/29/26 | Mon 10/5/26 | 570
574 | New Redmond Library | 799 days | Tue 8/3/21 | Fri 8/23/24 | 575
575 | Land Use/Property | 133 days | Mon 1/10/22 | Wed 7/13/22 | 574
576 | Design/Permitting | 89 days | Tue 8/23/21 | Fri 12/13/21 | 574
577 | Schematic Design (SD) | 77 days | Thu 10/14/21 | Fri 1/28/22 | 576

Project: Deschutes Public Libraries Full Schedule
Print Date: Fri 12/16/22
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<th>Task Name</th>
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<th>Predecessors</th>
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**Project: Deschutes Public Libraries Full Schedule**

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**Level 2 Task Breakdown**

- **Building Construction**
  - FF&E/Operations
  - FF&E Specifications and Coordination
  - FF&E Procurement
  - FF&E Installation
  - Collection Installation
  - Operations Training and Set-up
  - La Pine Library Opening

- **DPL Moving Process**
  - Identify Location and Secure
  - Prep & Execute Lease
  - Define TI requirements
  - Design/ Permit TI as needed
  - Construct TI

- **Close Out**
  - DPL Moving Process
  - Building Construction
  - FF&E/Operations
  - FF&E Specifications and Coordination
  - FF&E Procurement
  - FF&E Installation
  - Collection Installation
  - Operations Training and Set-up
  - La Pine Library Opening
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Appendix 3
A. Sustainable and Healthy Design Strategies

1. Health:
   i. Avoid chemicals of concern as noted in Part A.3.i., in installed building products.

2. General Definitions:
   i. Declared / Functional Unit: the unit per which the results of an Environmental Product Declaration are provided.
   ii. Environmental Product Declaration (EPD): Third party verified report based on life-cycle assessment that conforms to ISO 14025 and 14044, and EN 15804 or ISO 21930. Indicate EPD quality as follows:
      a. Good: product-specific, internally-reviewed EPD. Based on a single product by a single manufacturer, but may include average of multiple facilities making the same product.
      b. Better: industry-wide, externally-reviewed EPD in which the manufacturer is explicitly recognized as a participant by the program operator. Based on multiple manufacturers of a common product type.
      c. Best: facility-specific, product-specific, externally-reviewed and certified Type III EPD. Based on a single product by a single manufacturer from a single facility.

3. Chemicals of Concern:
   i. The project will not contain any of the following chemicals, materials or ingredients, unless approved by Architect to meet specific performance requirements:
      a. Polyvinyl Chloride (PVC)
      b. Halogenated Flame Retardants (HFRs)
      c. Phthalates
      d. Formaldehyde
      e. Bisphenol A (BPA)
      f. Toxic Heavy Metals (Hexavalent Chromium, Lead, Mercury)
      g. Per- and Polyflouroalkyl Substances (PFAS)
      h. Alkylphenols (APEs)
   ii. Material requirements pertaining to recycled content, FSC certified wood, and material ingredients:
      a. Material Ingredients:
         i. HPDs must demonstrate the chemical inventory of a product to at least 1000ppm.
         ii. C2C certified products must certified to at least the C2Cv2 Basic or C2Cv3 Bronze levels.
         iii. Declare labeled products must indicate that all ingredients have been evaluated and disclosed down to the 1000 ppm.
      b. Recycled Content:
         i. Provide building materials with recycled content such that the following minimums are achieved. Exceptions may be made with approval from Architect.
            a. 25% pre-consumer recycled content
            b. 50% post-consumer recycled content
            c. 75% post-consumer recycled content
      c. FSC Certified Wood:
         i. All new wood products purchased and permanently installed in the project shall be composed of 100% FSC certified wood. Exceptions may be made with approval from Architect.

B. Warranty

1. All furniture shall be warranted against faulty workmanship and materials by the Vendor for a minimum period of ten (10) years from the date of acceptance by the Owner. Warranty will include all costs incurred for repair or replacement.
FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT
LA PINE LIBRARY
16425 1ST ST
LA PINE, OR 97739

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION # / DATE 11.15.2022

TYPE MARK C-9

TYPE LOUNGE CHAIR

MANUFACTURER BERNHARDT DESIGN
1839 Morganton Blvd.
P.O. Box 740
Lenoir, NC 28645
Jenn Hubbell
206.765.9096
jenn@concentricspaces.com

MODEL BELMONT

MODEL NO. 3402 BK

DIMENSIONS
Width: 34.5”
Depth: 35.75”
Seat height: 18”
Arm height: 24.5”
Overall Height: 42.25”

INFORMATION
Metal base: Powder Coated Matte Black
Fixed cushion
Moisture barrier

FABRIC
COM:
Ultrafabrics
Tottori
Terrain 601-3300

LINK
https://bernhardtdesign.com/furniture/belmont/
FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT
LA PINE LIBRARY
16425 1ST ST
LA PINE, OR 97739

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION # / DATE 11.15.2022

TYPE MARK
C-12A

TYPE
LOUNGE CHAIR

MANUFACTURER
BERNHAHDRT DESIGN
1839 Morganton Blvd.
P.O. Box 740
Lenoir, NC 28645

Jenn Hubbell
206.765.9096
jenn@concentricspaces.com

MODEL
MITT

MODEL NO.
5720L

DIMENSIONS
Width: 33.5”
Depth: 33.5”
Seat Height: 16.5”
Overall Height: 32”

INFORMATION
Mobile chair with four weight-activated self-locking casters
Loop Master Stitch With Handle
Moisture barrier

FABRIC
COM:
Wolf Gordon
Marl GOH 31495129
Lilypad MLR 5675

Handle Fabric:
Bernhardt Textiles, Elan
Blueberry 3111-488

Stitching:
Pantone
7LJ-5395C

LINK
https://bernhardtdesign.com/furniture/mitt/

PHOTO
(please note this photo is representative only)
FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT
LA PINE LIBRARY
16425 1ST ST
LA PINE, OR 97739

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION # / DATE 11.15.2022

TYPE MARK C-12B
TYPE LOUNGE CHAIR
MANUFACTURER BERNHARDT DESIGN
1839 Morganton Blvd.
P.O. Box 740
Lenoir, NC 28645

Jenn Hubbell
206.765.9096
jenn@concentricspaces.com

MODEL MITT
MODEL NO. 5720L

DIMENSIONS
Width: 33.5”
Depth: 33.5”
Seat Height: 16.5”
Overall Height: 32”

INFORMATION
Mobile chair with four weight-activated self-locking casters
Loop Master Stitch With Handle
Moisture barrier

FABRIC
COM:
Architex
Platform
Navy

Handle Fabric:
Bernhardt Textiles, Elan
Blueberry 3111-488

Stitching:
Pantone
7LL-201C

LINK
https://bernhardtdesign.com/furniture/mitt/

PHOTO
(please note this photo is representative only)
FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT: LA PINE LIBRARY
16425 1ST ST
LA PINE, OR 97739

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION # / DATE 11.15.2022

TYPE MARK: O-I
TYPE: OTTOMAN
MANUFACTURER: LAPALMA
LaPalma S.R.L.
via Majorana, 26
35010 - Cadoneghe, PD
Italy
Zach Matheson
503.267.1308
zach@designpublicgroup.com

MODEL: KIPU POUF (LARGE)
MODEL NO.: D03

DIMENSIONS:
Width: 51.25"
Length: 51.25"
Height: 14.25"

INFORMATION:
Pouf with fire-retardant moulded polyurethane foam
double density and polyester fiber on a plywood base,
Covered with removable fabric, fixed underneath by
velcro.
Moisture barrier
Glides in polypropylene.

FABRIC:
COM:
Ultrafabrics
Eco Tech
Pacifica 394-4531

LINK:
https://www.lapalma.it/en/families/kipu

PHOTO:
(please note this photo is representative only)
# Furniture Specifications

Deschutes Public Libraries

| Project | LA PINE LIBRARY  
16425 1ST ST  
LA PINE, OR 97739 |
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<td>11.15.2022</td>
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## Type Mark
- **0-2A**

## Type
- **Ottoman**

## Manufacturer
- **LaPalma**
  - LaPalma S.R.L.
  - via Majorana, 26
  - 35010 - Cadoneghe, PD
  - Italy

## Model
- **KIPU POUF (MEDIUM)**

## Model No.
- **D02**

## Dimensions
- **Width:** 31.5”
- **Length:** 31.5”
- **Height:** 15.75”

## Information
- Pouf with fire-retardant moulded polyurethane foam double density and polyester fiber on a plywood base, covered with removable fabric, fixed underneath by velcro.
- Moisture barrier
- Glides in polypropylene.

## Fabric
- **COM:**
  - Designtex
  - Colten 3673-402
  - Sapphire

## Link
- [https://www.lapalma.it/en/families/kipu](https://www.lapalma.it/en/families/kipu)
# FURNITURE SPECIFICATIONS

DESCHUTES PUBLIC LIBRARIES

**PROJECT**  
LA PINE LIBRARY  
16425 1ST ST  
LA PINE, OR 97739

**PROJECT NO.** A21.0029.03  
**ISSUE DATE** 08.31.2022  
**REVISION # / DATE** 11.15.2022

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|               | LaPalma S.R.L. via Majorana, 26  
|               | 35010 - Cadoneghe, PD Italy |
| **MODEL**     | KIPU POUF (MEDIUM) |
| **MODEL NO.** | DO2 |
| **DIMENSIONS** | Width: 31.5”  
|               | Length: 31.5”  
|               | Height: 15.75” |

**INFORMATION**  
Pouf with fire-retardant moulded polyurethane foam double density and polyester fiber on a plywood base,  
Covered with removable fabric, fixed underneath by velcro.  
Moisture barrier  
Glides in polypropylene.

**FABRIC**  
COM:  
Maharam  
Messenger 458640  
Poppy 024

**LINK**  
https://www.lapalma.it/en/families/kipu
Appendix 4

FURNITURE SPECIFICATIONS
DESHUTES PUBLIC LIBRARIES

PROJECT	SISTERS LIBRARY
110 N. CEDAR STREET
SISTERS, OR 97739

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION #: 11.15.2022
A. Sustainable and Healthy Design Strategies

1. Health:
   i. Avoid chemicals of concern as noted in Part A.3.i., in installed building products.

2. General Definitions:
   i. Declared / Functional Unit: the unit per which the results of an Environmental Product Declaration are provided.
   ii. Environmental Product Declaration (EPD): Third party verified report based on life-cycle assessment that conforms to ISO 14025 and 14044, and EN 15804 or ISO 21930. Indicate EPD quality as follows:
      a. Good: product-specific, internally-reviewed EPD. Based on a single product by a single manufacturer, but may include average of multiple facilities making the same product.
      b. Better: industry-wide, externally-reviewed EPD in which the manufacturer is explicitly recognized as a participant by the program operator. Based on multiple manufacturers of a common product type.
      c. Best: facility-specific, product-specific, externally-reviewed and certified Type III EPD. Based on a single product by a single manufacturer from a single facility.

3. Chemicals of Concern:
   i. The project will not contain any of the following chemicals, materials or ingredients, unless approved by Architect to meet specific performance requirements:
      a. Polyvinyl Chloride (PVC)
      b. Halogenated Flame Retardants (HFRs)
      c. Phthalates
      d. Formaldehyde
      e. Bisphenol A (BPA)
      f. Toxic Heavy Metals (Hexavalent Chromium, Lead, Mercury)
      g. Per- and Polyflouroalkyl Substances (PFAS)
      h. Alkylphenols (APEs)
   ii. Wood Treatments (Creosote, Pentachlorophenol)
   iii. Material requirements pertaining to recycled content, FSC certified wood, and material ingredients:
      a. Material Ingredients:
         a. HPDs must demonstrate the chemical inventory of a product to at least 1000ppm.
         b. C2C certified products must certified to at least the C2Cv2 Basic or C2Cv3 Bronze levels.
         c. Declare labeled products must indicate that all ingredients have been evaluated and disclosed down to the 1000 ppm.
      b. Recycled Content:
         a. Provide building materials with recycled content such that the following minimums are achieved.
            Exceptions may be made with approval from Architect.
            i. 25% pre-consumer recycled content
            ii. 50% post-consumer recycled content
            iii. 75% post-consumer recycled content
      c. FSC Certified Wood:
         a. All new wood products purchased and permanently installed in the project shall be composed of 100% FSC certified wood. Exceptions may be made with approval from Architect.

B. Warranty

1. All furniture shall be warranted against faulty workmanship and materials by the Vendor for a minimum period of ten (10) years from the date of acceptance by the Owner. Warranty will include all costs incurred for repair or replacement.
# Furniture Specifications

**Deschutes Public Libraries**

**Project**

SISTERS LIBRARY  
110 N. CEDAR STREET  
SISTERS OR, 97759

**Project No.** A21.0029.03  
**Issue Date** 08.31.2022  
**Revision # / Date** 11.15.2022

## Furniture Schedule

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FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT
SISTERS LIBRARY
110 N. CEDAR STREET
SISTERS OR, 97759

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION #: / DATE 11.15.2022

TYPE MARK
C-9

TYPE
LOUNGE CHAIR

MANUFACTURER
BERNHARDT DESIGN
1839 Morganton Blvd.
P.O. Box 740
Lenoir, NC 28645

Jenn Hubbell
206.765.9096
jenn@concentricspaces.com

MODEL
BELMONT

MODEL NO.
3402 BK

DIMENSIONS
Width: 34.5”
Depth: 35.75”
Seat height: 18”
Arm height: 24.5”
Overall Height: 42.25”

INFORMATION
Metal base: Powder Coated Matte Black
Fixed cushion
Moisture barrier

FABRIC
COM:
Ultrafabrics
Tottori
Terrain 601-3300

LINK
https://bernhardtdesign.com/furniture/belmont/
FURNITURE SPECIFICATIONS
DESCHUTES PUBLIC LIBRARIES

PROJECT
SISTERS LIBRARY
110 N. CEDAR STREET
SISTERS OR, 97759

PROJECT NO. A21.0029.03
ISSUE DATE 08.31.2022
REVISION # / DATE 11.15.2022

TYPE MARK: C-12
TYPE: LOUNGE CHAIR
MANUFACTURER: BERNHARDT DESIGN

PHOTO
(please note this photo is representative only)

MODEL: MITT
MODEL NO.: 5720L

DIMENSIONS
Width: 33.5”
Depth: 33.5”
Seat Height: 16.5”
Overall Height: 32”

INFORMATION
Mobile chair with four weight-activated self-locking casters
Loop Master Stitch With Handle
Moisture barrier

FABRIC
COM:
Architex
Platform
Navy

Handle Fabric:
Bernhardt Textiles, Elan
Blueberry 3111-488

Stitching:
Pantone
7LL-201C

https://bernhardtdesign.com/furniture/mit/
### TYPE MARK
O-1

### TYPE
OTTOMAN

### MANUFACTURER
LAPALMA

LaPalma S.R.L.
via Majorana, 26
35010 - Cadoneghe, PD
Italy

Zach Matheson
503.267.1308
zach@designpublicgroup.com

### MODEL
KIPU POUF (LARGE)

### MODEL NO.
D03

### DIMENSIONS
- Width: 51.25"
- Length: 51.25"
- Height: 14.25"

### INFORMATION
Pouf with fire-retardant moulded polyurethane foam double density and polyester fiber on a plywood base, Covered with removable fabric, fixed underneath by velcro. Moisture barrier Glides in polypropylene.

### FABRIC
COM:
Maharam
Instill 466351
Quail 014

### LINK
https://www.lapalma.it/en/families/kipu
### OTTOMAN

**MODEL**
KIPU POUF (MEDIUM)

**MODEL NO.**
D02

**DIMENSIONS**
- Width: 31.5”
- Length: 31.5”
- Height: 15.75”

**INFORMATION**
Pouf with fire-retardant moulded polyurethane foam double density and polyester fiber on a plywood base, Covered with removable fabric, fixed underneath by velcro. Moisture barrier Glides in polypropylene.

**FABRIC**
COM: Maharam Abacus 466118 005 Sprig

**LINK**
https://www.lapalma.it/en/families/kipu
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Sub-Total
La Pine

This Exhibit provided for proposer's information. It is proposer's sole responsibility to verify all formulas, drawings, furniture schedules, etc.
I. SUBMITTALS

A. Description Of Work
   1. Submit Vendor’s purchase orders, shop drawings, product data and samples required by
      Contract Documents.
   2. Submittals shall include Architect’s identification code numbers for each item.
   3. Submit a schedule indicating the dates for submission and the dates that reviewed shop
      drawings, product data and samples will be needed.

B. Vendor’s Responsibilities
   1. Prepare shop drawings, product data and samples prior to submission.
   2. Determine and verify:
      a) Field measurements
      b) Field criteria
      c) Catalog numbers and similar data
      d) Conformance with specifications

C. Coordinate each submittal with requirements of the Contract Documents.

D. Notify the project manager in writing, at time of submission, of any deviations in the submittals from
   requirements of the Contract Documents.

E. Begin no fabrication or work which requires submittals until return of submittals with Architect’s
   review noted.

F. Architect’s Duties
   1. Review submittals with reasonable promptness and in accordance with schedules.
   2. Affix stamp and initials or signature, and indicate appropriate action.
   3. Return submittals to Vendor for distribution, or for resubmission.

G. Vendor’s Purchase Orders
   1. Place Vendor’s purchase orders with manufacturers as required to meet the schedule
      requirements for this Project.
   2. Provide one copy of each of the following:
      a) Vendor’s purchase orders
      b) Each manufacturer’s order confirmation
      c) Each manufacturer’s invoice

H. Required Submittals
   1. Samples
      a) Definition: The term ‘samples’ as used herein includes natural materials, fabricated items,
         equipment, devices, appliances or other samples to determine whether the kind, quality,
         construction, workmanship, finish, color and other characteristics of the materials proposed
         by the Vendor conform to the requirements of the Contract Documents. All work shall be in
         accordance with the accepted samples. No work shall be undertaken until samples are
         accepted by Architect.
      b) Prototypes of all furniture upon which the quotation/tender included in the Vendor’s
         Documents is based shall be submitted to District for approval before delivery. Items of
         furniture delivered shall be of a quality at least equal to the approved prototypes
      c) Samples shall be of sufficient size and quantity to clearly illustrate:
         (1) Functional characteristics of the product, with integrally related parts and attachment
devices.
(2) Full range of color, texture and pattern.

d) Provide four (4) samples, 6 x 6 inch minimum, of each material used:
   (1) Fabric and Leather each type, color and pattern from the bolt and dye lot to be used.
   (2) Painted Metal: Each color.
   (3) Plastic Laminate: Each color.
   (4) Wood: Each type and finish.
   (5) Metal: Each type and finish.
   (6) Stone: From actual slab used.

I. Shop Drawings:
   1. Definition: The term ‘shop drawings” as used herein includes fabrication, manufacturers’ standard drawings, custom design and detail drawings, schedules, descriptive literature, catalogs and brochures, and all other descriptive data pertaining to materials, finishes, accessories, and equipment, conforming to the requirements of the Contract Documents and specifications. Shop drawings shall establish the actual detail of all manufactured or fabricated items, proper relation to adjoining work, and incorporate minor changes of design or construction to suit actual conditions.
   2. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
   3. Except for finish, color and other aesthetic matters left to the Architect’s decision by the Contract Documents, the Architect’s review of shop drawings and samples is only for the convenience of the District in following the Work and shall not relieve the Vendor from responsibility for any deviations from the requirements of the Contract Documents. The Architect's review shall not be construed as a complete check nor shall it relieve the Vendor from responsibility for errors of any sort in shop drawings or schedules, or from the necessity of furnishing any Work required by the Contract Documents which may have been omitted on the shop drawings. The Architect’s review of a separate item shall not indicate review of the complete assembly in which it functions.

J. Product Data/Manufacturer’s Literature
   1. Definition: As used herein, the term “manufactured” applies to standard units shown in catalogs, usually mass-produced. Submit literature for each piece of furniture.
   2. Preparation
      a) Clearly mark each copy to identify applicable products.
      b) Show performance characteristics and capacities.
      c) Show dimensions and clearances required.
   3. Manufacturer’s standard schematic drawings and diagrams:
      a) Modify drawings and diagrams to delete information which is not applicable to the work.
      b) Supplement standard information to provide information specifically applicable to the work.

K. Maintenance Instructions
   1. The Vendor shall submit to the District three (3) copies of all manufacturers’ recommendations for a maintenance schedule and program including reference to the type of equipment. Submit one copy directly to the District's representative. Included should be information needed for the removal of common stains from each type of fabric used.
   2. The instructions shall cover such data as cleaning solutions or products, special waxes or other protective finishes, methods of applications, and methods which should be avoided.
   3. Instructions shall be particularly directed to fabrics, wood and other surfaces with special finishes that are easily damaged.

L. Manufacturers Warranties
   1. The Vendor shall submit to the District (3) copies of all manufacturers warranties.
M. Submission Information

1. Number of submittals required:
   a) Shop Drawings: Submit two copies.
   b) Product Data: Submit (4) copies to the District’s representative.
   c) Samples: Submit four (4) sets of each type as required in specification section.

2. Submittals shall contain:
   a) The date of submission and the dates of any previous submissions
   b) The project title and number
   c) Vendor identification
   d) The names of:
      (1) Supplier
      (2) Manufacturer
   e) Identification of the product, with the specification section number.
   f) Field dimensions, clearly identified as such.
   g) Relation to adjacent or critical features of the work or materials
   h) Applicable standards, such as ASTM or Federal Specification numbers.
   i) Identification of deviations from Contract Documents.
   j) Identification of revisions on resubmittals.
   k) An 8 x 3 blank space for Vendor and Architect stamps.
   l) Vendor’s stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

N. Submission Requirements

1. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Vendor.

2. All submittals shall be accompanied by a letter of transmittal containing this information together with the specification section number for identification of each item.

O. Shop Drawing Approval Procedure

1. The Architect will review shop drawings and samples with reasonable promptness and will return them to the Vendor with the Architect’s stamp applied thereto. Notations by the Architect which increase contract cost or time of completion shall be brought to the Architect’s attention before proceeding with the Work. Each submittal will be stamped indicating the appropriate action as follows:
   a) NO EXCEPTIONS TAKEN: No further review of Submittal is required.
   b) MAKE CORRECTIONS AS NOTED: Incorporate corrections in work; resubmittal is not required. If Vendor cannot comply with corrections as noted, revise to respond to exceptions and resubmit.
   c) REVISE AND RESUBMIT Revise as noted and resubmit for further review.
   d) RESUBMIT PROPERLY: Submittal not reviewed because it does not contain Vendor’s signature indicating its review and approval, and/or is not in proper condition for review. Resubmit.
   e) NOT REVIEWED: Submittal is not required by Contract Documents.
   f) THIS SUBMITTAL HAS BEEN REVIEWED ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS EXPRESSED IN THE CONTRACT DOCUMENTS, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. The Vendor, not the Architect, is responsible for checking for deviations between the submittal and the Contract Documents and field
conditions, for correlating and confirming dimensions and quantities, for safety precautions, construction means, methods, techniques, schedules, sequences, procedures and fabrication processes, for errors and omissions in the Submittals, for coordination of the work of the trades, and for performing the Work in a safe and satisfactory manner and in conformance with all requirements of the Contract Documents.

2. NOTE: No Submittal shall be used as a substitute for requests or approvals of changes or substitutions, or other procedures required by the Contract Documents. The Vendor shall notify the Architect immediately of any intent to make any claim based on this Submittal or notations thereon.

3. If more than one submittal review stamp appears on the Submittal, the most stringent action and notations thereon shall apply. Signature of a submittal review stamp by the Architect or consultant does not imply that it has reviewed work not within its professional discipline of scope of services.

4. The Architect’s review shall not be construed as an indication that submittal is correct or suitable nor that work represented by submittal complies with the Contract Documents, except as to matters of finish, color, and other aesthetic matters left to the Architect’s decision by the Contract Documents.

5. Vendor is responsible for coordinating their shop drawings and installation drawings with Electrical Consultant and IT Consultant to reflect proper circuitry, data and power entries and locations.

P. Distribution

1. Distribute reproduction of shop drawings and copies of product data which carry the Architect’s review stamp to:
   a) Other affected Vendors
   b) Sub Contractors
   c) Supplier or fabricator

2. Distribute samples which carry the Architect’s review stamp as directed by the Architect.

II. MATERIAL AND EQUIPMENT

A. Description Of Work

1. Material incorporated into the work:
   a) Conform to applicable specifications and standards.
   b) Comply with size, make, type and quality specified, or as accepted in writing by the District.
      (1) Manufactured and Fabricated Products:
      (2) Design, fabricate and assemble in accord with the best engineering and shop practices.
      (3) Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
      (4) Two or more items of the same kind shall be identical, by the same manufacturer.
   c) Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Reuse Of Existing Material

1. Except as specifically indicated or specified, materials removed from existing structure shall not be used in the completed work.

2. For materials specifically indicated or specified to be reused in the work:
   a) Use special care in removal, handling, storage and installation, to assure proper function in the completed work.
   b) Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.
   c) Pay all costs for such work.
Appendix 7
Ancillary Library Furniture Specifications

C. Manufacturer’s Instructions
   1. When Contract Documents require that installation of work shall comply with manufacturer’s printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to District’s representative. Maintain one set of complete instructions at the job site during installation and until completion.
   2. Handle, install, connect, clean, condition and adjust products in strict accord with manufacturer’s instructions and in conformity with specified requirements.
      a) If job conditions or specified requirements conflict with manufacturer’s instructions, consult with Architect and manufacturer for further instructions.
      b) Do not proceed with work without clear instructions.
      c) Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

D. Spare Items
   1. The Vendor shall ensure that the sufficient spare items of the specified furniture are available to allow for the timely replacement of any defective furniture equipment as required by District.
   2. The Vendor shall hold sufficient stocks of the specified furniture for replacement of defective or damaged furniture during the warranty period.

E. Defects
   1. The Vendor shall make good by replacement of otherwise any defects in the furniture supplied, assembled/installed or delivered, which appear up to and including the last day of the Warranty Period under this Agreement.
   2. The Vendor shall respond to District’s complaint of defects and provide solutions acceptable to District within 2 business days of the date of complaint.

F. Storage
   1. Prior to installation, the Vendor shall provide off-jobsite warehousing or storage, and insurance for the products in accordance with the manufacturer’s recommendations. Deliveries shall be made to the job site for only the required items to be installed in accordance with the project schedule. Costs of storage are deemed to be included in the contract sum.
   2. Store products in accordance with manufacturer’s instructions, with seals and labels intact and legible.
      a) Store products subject to damage by the elements in weather-tight enclosures.
      b) Maintain temperature and humidity within the ranges required by manufacturer’s instructions.
   3. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage, deterioration, vandalism, and theft.
   4. Maintain secured storage and protection of goods during installation.

G. Transportation And Handling
   1. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site.
      a) Deliver products in undamaged condition, in manufacturer’s original containers or packaging, with identifying labels intact and legible.
      b) Blanket wrap, crate, or adequately protect furniture to prevent damage during shipping, delivery, and handling. Blanket wrap items where delivery in original containers would be impractical or costly.
   2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and final submittals, and that products are properly protected and undamaged.
   3. On delivery notify the District and Architect of any damage and notify District immediately when replacement will delay installation schedule.
4. Tagging: The Architect will furnish a name or an identification code schedule and coded drawings for furniture which will identify its final location. Tag in a manner permitting easy tag removal without damaging finishes, and in locations that are easily seen and read.
   a) Upon delivery verify item tagged has been provided as specified and is in perfect condition.
   b) Do not remove tags until instructed by Architect.
   c) Furniture items should be tagged with the designated code number, the manufacturer’s number, dealer purchase order number and the floor and room location.

5. Do not deliver furniture until spaces in which furniture is to be installed are ready to receive it or until a special storage space has been made available. Costs for double handling will not be entertained and is the Vendor’s risk.

6. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

H. Protection
   1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
   2. Protect flooring from damage from traffic during furniture installation.
   3. Provide wall and corner coverings as necessary to protect walls and corners from damage from traffic during furniture installation.
   4. Remove protection when installation is accepted by District and Project Manager

III. CONTRACT CLOSEOUT

A. Description Of Work
   1. Provide an orderly and efficient transfer of the completed work to the District.

B. Quality Assurance
   1. Prior to requesting inspection by the Architect, assure that the work was completed in accordance with the specified requirements and is ready for the requested inspection.

C. Submittal Procedure
   1. Final Completion
      a) Prepare and submit the notice required by the General Conditions.
      b) Certify that
         (1) Contract Documents have been reviewed.
         (2) Work has been completed in accordance with the Contract Documents.
         (3) Final cleaning has been performed as outlined in Cleaning Section.
         (4) Work is completed and ready for final inspection.
      c) Upon receipt of the Vendor’s written notice that the work is ready or final inspection and acceptance, the Architect will make such inspection. When the Project Manager finds the work acceptable under the Contract and the Contract fully performed he will issue a final written acceptance with his signature stating that the work provided for in the Contract has been completed and is accepted by him under the terms and conditions thereof.
      d) Should the District determine that the work is incomplete or defective:
         (1) The Project Manager will promptly so notify the Vendor, in writing, listing the incomplete or defective work.
         (2) The Vendor shall promptly remedy within 10 days after receipt of Architect’s punch list. The deficiencies and notify the District when all items have been corrected and the work is ready for final inspection.
         (3) The Architect will re-inspect the work.
Appendix 7
Ancillary Library Furniture Specifications

When the District determines that the work is acceptable under the Contract documents, he will request the Vendor to make close out submittals.

2. Vendor’s Guarantee:
   a) Prior to submitting a final Application for Payment, the Vendor shall submit to the District three (3) signed and dated copies of Vendor’s Guarantee Form Section.
      (1) The Date of Guarantee shall be mutually agreed to by the District and the Vendor.
      (2) The District shall approve by signature, and return a copy of the completed form to the Vendor.

3. Closeout submittals include, but are not necessarily limited to:
   a) Evidence of payment to suppliers and subVendors.
   b) Release of liens.

4. Deliverables on completion of project:
   a) The Vendor must provide to District as-built documentation for the furniture and an inventory listing and full product codes for the furniture upon completion of the Work to the reasonable satisfaction of District.

5. Final adjustment of accounts:
   a) Submit a final Application for Payment to the District, showing all adjustments to the Contract Sum.

D. If so required, the District will prepare a final change order showing adjustments to the contract sum which were not previously made by Change Orders.

IV. CLEANING

A. Description Of Work
   1. Provide all materials and labor required for periodic and final cleaning of the work under this Contract.

B. Quality Assurance
   1. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
   2. Use workers thoroughly trained in the use of materials and methods required for this work.

C. Materials
   1. Use cleaning materials which will not create hazards to health or property and which will not damage surfaces.
   2. Use cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
   3. Use cleaning materials only on surface recommended by cleaning material manufacturer.

V. MISCELLANEOUS

A. Warranty Period
   1. The Vendor agrees to provide a minimum 5 year warranty for manufacturing and installation defects commencing from the date of installation of the furniture (the “Warranty Period”).

B. Unit Rates:
   1. The rate charged per unit of furniture (the “unit rates”) by the Vendor as set out in the Vendor’s Documents shall also be applied for changes to the Product as instructed by District within twelve (12) months from the date of completion of the Product. The unit rates shall then be open to an annual review with any increase each year being no greater than the relevant year’s nationally recognized rate of inflation in the city where the District’s Premises are situated.
C. Maintenance Of Product Line:
   1. The Vendor agrees to maintain the furniture product line for a minimum of five (5) years and provide a guaranteed manufacture lead-time of 10 weeks for all future stock replenishment, as and when required by District for a minimum period of 5 years.