



**Goodwin Memorial Library  
Hadley, MA  
REQUEST FOR QUALIFICATIONS  
Project Title: Library Building Program**

**Proposal Due Date/Time: 09/30/14 4:00 PM EST**

<b>Schedule of Events</b>	<b>Date</b>
Request for Qualifications Release	08/25/14
Deadline for Questions	09/22/14
Proposals Due to the Library	09/30/14
Announcement of Successful Proposer	10/18/14
Contract Execution	10/19/14 (or ASAP)

The Library reserves the right to modify this schedule at the Library's discretion. Notification of changes will be posted on the Library website or distributed via e-mail.

**RFQ Contact:** Title: **Goodwin Memorial Library**  
Email: **goodwinlibrary@hadleyma.org** Phone: **413-584-7451**

**RFQ Delivery/Submission Address: 50 Middle Street, Hadley, MA 01035**

Unless authorized by the Project Manager or the Business Office Manager, no other representative or employee may speak for the Library regarding this solicitation until the award decision is complete. Any Proposer seeking information, clarification, or interpretations from any other representative or employee uses such information at the Proposer's own risk. The Library is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the Project Manager.

This RFQ has been developed and distributed by Goodwin Memorial Library, a department of Hadley, MA. Any references in this RFQ to the Town or Library may also be applicable to Town of Hadley departments, regulations and requirements.

**Table of Contents**

1. Purpose and Background.....2  
2. Period of Performance. ....3  
3. Solicitation Objectives.....3  
4. Minimum Qualifications.....3  
5. Scope of Work.....3  
6. Contract Modifications.....5  
7. Instructions, Procedures and Requirements.....5  
8. Response Format.....  
9. Selection Process.....

**1. Request for Qualifications – Purpose and Background**

The Goodwin Memorial Library was built in 1902 with funds donated by descendants of Elder William Goodwin and other friends and citizens. It was constructed on a choice corner parcel of land in the historic center of town by the Kellogg family. True to their self-sufficiency and pioneering spirit, the citizens of Hadley refused Andrew Carnegie’s offer to provide a library edifice, preferring to raise their own building funds in order to retain complete control of their own library.

Opened to the public in 1903, the two-story brick building features leaded glass windows in its vestibule and entrances, a fireplace on the main floor, and Palladian windows and decorative garlands.

The upper floor of the library building was originally designated the Assembly Room, as well as an area that could be rented out for revenue-generating activities. Today it is used primarily as staff office space. The main floor current houses new books for all ages as well as the adult fiction and children’s fiction collections. Adult and juvenile non-fiction, as well as the young adult collection, is housed in the low-ceilinged basement. Although the seating capacity of the library is about 30, there are no meeting rooms or defined workspaces.

The collection consists of ~42,000 items, a majority of which are adult and/or young adult items. The DVD collection has grown to ~2,800 items in recent years to meet increasing demand. The library provides six public computers, all of which access the C/WMARS consortium catalog and the high-speed internet as well as three computers for staff use. The library is open 33 hours a week, from Monday-Saturday.

Hadley, which recently celebrated its 350<sup>th</sup> anniversary, is a growing residential community of ~5,000 residents residing on 25 square miles along the Connecticut River. Situated along Route 9 between the larger towns of Northampton and Amherst and in the middle of the Five College area, Hadley attracts many out-of-town visitors drawn to its agricultural and commercial offerings. The town is dedicated to preserving the rich history of the town and protecting its agricultural heritage.

The Library is seeking proposals from firms to perform an in-depth needs assessment with the purpose of developing a library building program for library facilities in Hadley through (at least) the year 2034.

- Conduct data-gathering exercises with stakeholders including local government, library staff & patrons, and the community at large
- Provide the Library with an accurate assessment of its current facilities
- Identify gaps between the library's long-range plan and the services that can be provided with current facilities

## **2. Period of Performance**

The duration of work for this project is expected to be from October 2014 through mid-March 2015

## **3. Solicitation Objectives**

After completing the long range plan, the building program is the second phase in the continuum required to plan and implement a library's major facility improvement project. It is a carefully prepared document used to communicate details about the library and its space requirements to its architects, engineers and builders. This comprehensive space planning document is prepared by the library staff or by a consultant in cooperation with staff, trustees and others. It is written independent of an architect and completed before the schematic design phase.

The building program is rooted in the library's long range plan. It is based on the community's twenty year projected population and its demography, social trends and economic factors. It analyzes the current library building's conditions and provides information about space requirements that must be met effectively in the facility's design in order to deliver the level of library and information services outlined in the long range plan for two decades into the future.

## **4. Minimum Qualifications**

The Consultant shall demonstrate ability to complete the work by providing at least three references of similar needs assessments and other data-gathering projects, preferably for comparable public libraries. The references must include a project name/description, project customer contact name/phone number, project dates and project amount. Preference will be given to candidates experienced working with historic libraries.

## **5. Scope of Work**

The estimated project budget for this work is \$10,000. Based upon RFQ responses received, the Library may elect to modify the Scope of Work to best meet the RFQ objectives and the available funding.

The Library will select a Consultant to conduct data gathering and analysis as follows:

- Examine and discuss building use and deficiencies with library director, library staff and Library Planning and Design Committee
- Review any available planning documents, such as feasibility studies and architectural drawings from previous or proposed building projects.

- Facilitate discussions with library supporters about how the library's design affects the quality, use and availability of collections, services and programs
- Facilitate community-wide discussions about library services and facilities
- Research and gather background information about the library, community and communities in the library's extended service area.
- Gather and analyze collection, service and program statistics, patterns of use and other related data, reports and documents.
- Apply accepted library space guidelines and standards to determine space requirements.
- Prepare building program that is a comprehensive report based on a twenty year planning horizon. The report should include:
  - An analysis of the community
  - An analysis and description of the library
  - An assessment of existing conditions
  - A detailed room-by-room description of public service and staff and support rooms/areas proposed for an expanded and improved facility
  - A summary table of facility space requirements.
- Review building program working drafts with library director and incorporate feedback.
- Complete building program and make a formal presentation to the Library Planning and Design Committee.

### **Expected Outcomes and Deliverables**

The Consultant is expected to complete the library building program and make a formal presentation to the Library Planning and Design Committee.

The tentative timeline for the completion of the Scope of Work tasks is:

- October-December 2014: gather information and hold meetings to solicit information from public, staff, and Library Planning and Design Committee
- January-February 2015: write building program
- February-mid-March 2015: participate in public presentations of the building program

### **Request for Qualifications Submittals**

Responses submitted must include the following components:

- Detailed description of communication assessment elements, including a discussion of the firm's proposed approach to performing the audit
- Description of the firm and areas of expertise, particularly as they relate to the project described above;

- Names and resumes of staff members assigned to the project, including billing rates and anticipated level of participation (i.e., hours) in the matter
- Proposed budget and task timeline
- Description of demonstrated experience with similar organizational analysis projects with references;
- List of current and former public sector clients or related library industry.

## **6. Contract Modifications**

A copy of the Library's Consultant contract terms and conditions will be provided once a Consultant proposal is selected for review and approval by the Consultant.

Consultants submit proposals understanding all of the Municipality's standard contract terms and conditions are mandatory and no negotiations of those terms will be invited. The Library has the right to negotiate changes to submitted proposals and to change the Library's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFQ, the Library may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

## **7. Instructions, Procedures and Requirements**

Please also complete appendices A and B and, if applicable, Appendix C as attached.

## **8. Response Format**

RFQs should be sent as a .pdf to [goodwinlibrary@hadleyma.org](mailto:goodwinlibrary@hadleyma.org) Subject: Planning and Design RFQ (preferred response format) or mailed to 50 Middle Street, Hadley, MA 01035

## **9. Selection Process**

RFQs will be reviewed by the Library Planning and Design Committee beginning October 1, 2014 with a decision to be announced by October 18, 2014. Candidates should provide contact information that can be used during this time period in case any questions arise during the selection process.

**APPENDIX A**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Signature of person signing bid or bid)

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(Name of Business)

**APPENDIX B**

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Section 49A(b) of Chapter 62C of the Massachusetts General Laws, the undersigned contractor does hereby certify, under pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support..

NAME OF CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_, duly authorized.  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**CERTIFICATE OF VOTE  
(Corporations Only)**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that  
(Name of Corporation) (Date)

\_\_\_\_\_  
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that

\_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Date (Clerk)

Corporate  
Seal

**TOWN OF \_\_\_\_\_, MASSACHUSETTS**  
**AGREEMENT FOR**

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of \_\_\_\_\_, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at \_\_\_\_\_, \_\_\_\_\_, MA \_\_\_\_\_, acting by and through its \_\_\_\_\_, hereinafter referred to as the “Town”, and \_\_\_\_\_, a Massachusetts corporation/partnership/sole proprietorship) having a usual place of business at \_\_\_\_\_, \_\_\_\_\_, MA \_\_\_\_\_, hereinafter referred to as the “Contractor”.

WITNESSETH:

Whereas, the Town invited the submission of a proposal for \_\_\_\_\_ “the Project”; and

WHEREAS, the Contractor submitted a proposal in response to said invitation, and the Town has awarded the contract therefor to the Contractor.

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the purchase description, if any, the Invitation for Bids or Request for Proposals, Instructions to Bidders/Proposers, Scope of Services or Specification, and the quotation, bid or proposal submitted by the Contractor, including negotiated modifications to the Plan of Services, if any. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between any of the Contract Documents, the document most favorable to the Town, in its sole determination, shall prevail.
2. The Work. The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
3. Term of Contract. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof. ***(If the solicitation provided for an option to extend, insert the following:*** This Agreement may be extended for an additional term of \_\_\_\_\_, at the sole discretion of the Town, and any such option shall not be subject to the acceptance or approval of the Contractor.)

4. Compensation. A. The Town shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Price \$\_\_\_\_\_, as set forth in more detail in the Contract Documents.
  - B. The acceptance by the Contractor of final payment for items and/or services provided shall be deemed a release of the Town from any and all claims and liabilities under this Agreement.
  - C. Neither the Town's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.
  - D. The Town shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. Payment of Compensation. The Town shall make payments as follows:  
\_\_\_\_\_.
6. Liability of the Town. The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose.
8. Indemnification. The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or willful misconduct of the Contractor, or the Contractor's agents or employees.
9. Insurance. A. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, as set out in the Invitation for Bids or Request for Proposals, or in Attachment A hereto. **(Consult with the Town's insurer or insurance advisor as to appropriate types and levels of coverage given the nature of the contract work.)**
  - B. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at

least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement, and at least ten (10) days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.
  
11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.  
  
B. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Agreement in such detail and with such information as the Town may request.
13. Royalties and Patents: The Contractor shall pay all applicable royalties and license fees. In addition, the Contractor hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the Town harmless from loss on account thereof.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other. Notwithstanding the approval of any assignment by the Town pursuant to this paragraph, the Contractor shall remain liable for the full performance of the terms of this Agreement.
15. Compliance with Laws. The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence.
16. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor

submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CONTRACTOR

TOWN OF

\_\_\_\_\_

by

by its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Approved as to Availability of Funds:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
Town Accountant                      Contract Sum