

RFP29-07

City of Concord, New Hampshire
Purchasing Division

REQUEST FOR PROPOSALS

**CONCORD PUBLIC LIBRARY
LONG-RANGE PLAN & NEEDS ASSESSMENT**

Prepared for, and in coordination with the

LIBRARY DEPARTMENT

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME:FRIDAY, FEBRUARY 2, 2007 NOT LATER THAN 2:00 PM

NON-MANDATORY PRE-PROPOSAL MEETING: JANUARY 12, 2007 AT 10:00 AM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire (hereafter CITY) wishes to engage the services of a qualified private consulting firm experienced in the practice of developing long-range plans, conducting facilities needs assessments, and creating building program documents for public libraries.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

A non-mandatory Information Session will be held on Friday, January 12, 2007 at 10:00 AM in the Shakespeare Room of the Concord Public Library (2nd Floor), 45 Green Street Concord, NH 03301.

The person overseeing the project will be Patricia A. Immen, Director of the Concord Public Library.

Proposals must be received no later than **2:00 PM on February 2, 2007** from interested firms, to be eligible for consideration by the CITY. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP29-07

CONCORD PUBLIC LIBRARY LONG-RANGE PLAN & NEEDS ASSESSMENT"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Complete copies of RFP29-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or online at www.onconcord.com/purchasing.

All statements received will be considered confidential and not available for public review until after a CONSULTANT has been selected.

The CITY reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the CITY, or to purchase on the open market if it is considered in the best interest of the CITY to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist (see page 24) and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised in the Concord Monitor and periodically in various other publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing/fy2007.asp.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent
Date: _____

Proposal Due Date/Time: February 2, 2007 not later than 2:00 PM
Non-Mandatory Pre-Proposal Meeting: January 12, 2007 at 10:00 AM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the CONSULTANT or the CONSULTANT'S authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

CONSULTANT must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, CONSULTANT shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the CONSULTANT agrees that the proposal shall be deemed open for acceptance for **ninety (90) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all CONSULTANTS of record.

The CONSULTANT shall not divulge, discuss or compare this proposal with the proposal of any other CONSULTANT and shall not collude with any other CONSULTANT or parties to a proposal whatever. (Note: No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List.)

The CONSULTANT may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the CONSULTANT.

Unless otherwise stated, all prices are F.O.B.: Destination.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the CONSULTANT to the Purchasing Agent. Negligence on the part of the CONSULTANT in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a CONSULTANT is not thereby disqualified from quoting prices to other CONSULTANTS or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a CONSULTANT has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) CONSULTANT and an out-of-town CONSULTANT, preference will be given to the local CONSULTANT. Any CONSULTANT having a local agent who is a bona fide resident of the CITY is considered a local CONSULTANT. If a tie proposal exists between two local CONSULTANTS, or two out-of-town CONSULTANTS, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a CONSULTANT is responsible, the CITY, at its discretion, may obtain technical support from outside sources. Each CONSULTANT will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the CITY shall be in response to the proposal and subsequent discussions. It is the policy of the CITY that contracts are awarded only to responsive and responsible CONSULTANTS. In order to qualify as responsive and responsible, a prospective CONSULTANT must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

The contract will be awarded to a responsive and responsible CONSULTANT based on the qualifications, experience and work plan of the CONSULTANT, the CONSULTANT'S timeframe for providing the requested service and the CONSULTANT'S fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The CONSULTANT selected will be the most qualified and not necessarily the CONSULTANT with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the CITY; or to purchase on the open market if it is considered in the best interest of the CITY to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The CITY reserves the right to incorporate minor modifications, which may be required by it. The CONSULTANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The CITY reserves the right to cancel the award without liability to the CONSULTANT at any time before a contract has been fully executed by all parties and is approved by the CITY.

CONTRACT:

Any Contract between the CITY and the CONSULTANT shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the CONSULTANT'S proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the CONSULTANT, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the CONSULTANT'S proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful CONSULTANT shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the CITY, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful CONSULTANT, the CITY shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the CONSULTANT. Delivery of the fully executed agreement, along with a Notice to Proceed and a CITY purchase order, to the CONSULTANT shall constitute the CITY'S approval to be bound by the successful CONSULTANT'S proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful CONSULTANT to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful CONSULTANT shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the CITY, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful CONSULTANT shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the CITY, at the CONSULTANT'S sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or CONSULTANT'S performance hereunder and shall furnish to the CITY certificates of such insurance and renewals thereof signed by the issuing company or agent upon the CITY'S request. Such certificates shall name the CITY of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to thirty (30) days prior written notice to the CITY.

The CITY'S examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the CONSULTANT'S obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by, the CITY, the CONSULTANT shall, or shall cause any carrier engaged by the CONSULTANT to, insure all shipments of goods for full value.

If the agreement with the CONSULTANT involves the performance of work by the CONSULTANT'S employees at property owned or leased by the CITY, the CONSULTANT shall furnish such additional insurance as the CITY may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the CONSULTANT be deemed to be the employees of, or under the direction or control of the CITY for any purpose whatsoever.

WORKER'S COMPENSATION:

All CONSULTANTS and subcontractors at every tier under the CONSULTANT will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the CONSULTANT shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of any Contract, the CITY shall thereupon have the right to terminate any Contract by giving written notice to the CONSULTANT of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the CONSULTANT under this Contract shall become the CITY'S property and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of any contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The CITY may terminate any contract at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the CITY'S property. If any Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The CONSULTANT hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the CITY under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful CONSULTANT shall belong exclusively to the CITY.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

| | |
|----------------------------------|------------------|
| Original Contract Amount | \$\$\$\$\$\$\$\$ |
| Plus/minus Change Orders | \$\$\$\$\$\$\$\$ |
| Total Adjusted Contract Amount | \$\$\$\$\$\$\$\$ |
| Work Completed to Date | \$\$\$\$\$\$\$\$ |
| Less Previous Invoices | \$\$\$\$\$\$\$\$ |
| Less Retainage (if any) | \$\$\$\$\$\$\$\$ |
| Equals: Balance due this Invoice | \$\$\$\$\$\$\$\$ |
| Balance Remaining on Contract | \$\$\$\$\$\$\$\$ |

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Invoices are due in triplicate and payable within thirty (30) days provided said work, or portion thereof, is completed in a manner acceptable to the City. Invoices are to be for the actual dollar value of the services provided. Invoice format must be in conformance with the General Terms and Conditions, Invoicing.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The CITY is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord’s obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The CITY may terminate the contract, for non-appropriation of funds, and all payment obligations of the CITY cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the CITY.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the CITY reserves the right to obtain these services from any other consultant.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the CONSULTANT to make available at the CONSULTANT'S place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW SHALL BE DEEM INSERTED:

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

NON-RECRUITMENT OF PERSONNEL:

During the term of the Agreement and for twenty-four (24) months thereafter, the CITY and the successful CONSULTANT party agree not to solicit or hire current or former employees without the other's prior written consent.

DISADVANTAGED BUSINESS ENTERPRISES:

The CITY hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION:

Contracts for work resulting from this Request for Proposals shall obligate the CONSULTANT and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful consultant(s)/contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, consultants, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSALS

RFP29-07

**CONCORD PUBLIC LIBRARY
LONG-RANGE PLAN & NEEDS ASSESSMENT**

CITY OF CONCORD, NEW HAMPSHIRE

1. GENERAL

The City of Concord, New Hampshire (hereinafter referred to as the CITY), through its Library Department, known as the Concord Public Library (which includes the Penacook Branch Library), wishes to engage a professional library consultant to facilitate and complete a Long Range Plan and Facilities Needs Assessment, and a Library Building Program (detailed requirements to be used as the basis for future conceptual architectural design and space planning). These planning documents will identify current and future needs and priorities for library services and facilities in light of population growth, technological advancements, and changes in the development of library services. These planning documents will help guide the CITY in the management of its public library for the next 20 years. The strategic planning process will utilize the methodology outlined in the most recent version of the “*Planning for Results*” process published by the Public Library Association. The project approach is to be participatory, encouraging a high level of communication from stakeholders, the community, and staff.

The CONSULTANT will be responsible for delivering a revised **Mission Statement**, a **Vision Statement**, a **Five-year Long-range Plan**, and a **Library Building Program** (description of space, furniture, & equipment needs) utilizing a 20-year horizon.

In addition, **identification and evaluation of at least three (3) to five (5) options for facilities improvement** (alternatives such as renovation, expansion, construction, etc.) for the City of Concord’s library system, with preliminary cost estimates will also be required.

The plan is to be developed over a six (6)-month period with work to begin by April 15, 2007. An interim report, in memorandum fashion, is to be prepared by August 31, 2007, ten (10) days prior to the September 10, 2007 City Council meeting. The final product shall be a written report, with a MS PowerPoint summary presentation, to be submitted by October 15, 2007. (See Paragraph 9, **SCOPE OF SERVICES REQUESTED.**) **Adherence to the timeline is critical to the project.**

Timeline:

| | |
|-----------------|--|
| April 15, 2007 | Begin Work |
| August 31, 2007 | Complete Interim Report for City Council |

Interested firms should respond to this request by submitting a Proposal (see Paragraph 10, **PROPOSAL PREPARATION**) on or before the time due for submission.

Emphasis in selecting a CONSULTANT shall be placed on the CONSULTANT'S experience in projects similar to that which the CITY anticipates undertaking.

Trade secrets or proprietary information submitted by a prospective CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the CONSULTANT must invoke the protection of this section prior to, or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of said material after award(s) should be stated by the CONSULTANT.

2. PROPOSAL SUBMISSION

In order to be considered responsive, **one (1) original and eight (8) copies** of the Proposal must be submitted to Mr. Douglas Ross, Purchasing Agent, Finance Department, Purchasing Division, City Hall, 41 Green Street, Concord, NH, 03301.

Proposals must be received no later than **2:00 PM on February 2, 2007** to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope which is clearly marked as follows:

**RFP29-07
Proposal for
Concord Public Library Long-range Plan & Needs Assessment**

3. GUIDELINES FOR PROSPECTIVE CONSULTANTS

It is the policy of the CITY that contracts are awarded only to responsive and responsible Consultants. In order to qualify as responsive and responsible, a prospective CONSULTANT must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required

of this proposal.

4. TIMETABLE FOR CONSIDERATION OF PROPOSALS

Proposals will be reviewed as soon as possible after the advertised opening date, followed by interviews and selection of a CONSULTANT. A contract will be signed with a consulting firm or consultant team by April 15, 2007.

5. LIMITATIONS

See GENERAL TERMS AND CONDITIONS.

6. REVISIONS TO THE REQUEST FOR PROPOSALS

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Proposal submission date in order to be considered. Any changes to the RFP will be provided to all CONSULTANTS of record in the form of addenda.

7. PROPOSAL EVALUATION

See GENERAL TERMS AND CONDITIONS.

8. PROGRAM BACKGROUND

Community Description

Concord, capital of the State of New Hampshire, has a population of almost 43,000, and is the fastest growing city in the state. Located in the Merrimack River Valley of central New Hampshire, Concord is an hour or less away from many of New England's most popular attractions: Boston, the White Mountains of New Hampshire, the Green Mountains of Vermont, New Hampshire's popular Lakes Region, and the New Hampshire/Maine seacoast. Concord offers its own attractions as well, from nature trails and the Merrimack River, to numerous arts and cultural opportunities.

The city is governed by a city council consisting of the mayor, ten ward councilors and four at-large councilors. The Concord School District includes a high school, a middle school and eight elementary schools. In addition there are a number of private schools, as well as several institutions of higher education.

The focal point of the downtown area is the State House, but this historic district also includes City Hall, the New Hampshire State Library and the Concord Public Library, as well as other state and city government facilities. The shops, restaurants, services and cultural activities attract residents and visitors alike.

Library History

On August 25, 1855 a City ordinance was passed authorizing a library. Andrew Capen was chosen librarian in 1856 as a result. For \$50 a year he presided over the library room on the second floor of City Hall. The library remained in City Hall until 1876, when it was moved to the Board of Trade Building on the corner of Main and School Streets.

In 1888, William and Clara Fowler generously gave the City the Fowler Library Building at the corner of State and School Streets in memory of their parents. When the State of New Hampshire seized this property in 1938 for the State House Annex, Concord was forced to move the library again. This time the move was to temporary quarters at St. John's Hall on Pleasant Street, while the present building was being constructed.

In 1940 the new and modern library building on Green Street was completed. It was constructed of native granite, quarried from Rattlesnake Hill, Concord, NH.

In 1947, after 80 years in temporary quarters, the Penacook Branch Library was moved into the Penacook Police Station which had been renovated for its use.

In 1966 a new addition to the library building was completed. The new addition added space providing an auditorium (seating approximately 125), a new music room, new and improved reference quarters, a new young people's room, and housing for the bookmobile and workspace for its staff. Renovations in the late 1980's converted the unused bookmobile garage into space for the Concord Room historical collection. In 2002 a renovation to the Children's Room was completed; 90% of the cost was funded by the CPL Foundation.

Recent improvements to the Main Library infrastructure include replacement windows, new landscaping, a new HVAC system, and new carpeting.

Library Description

The older part of the building housing the Concord Public Library was built in 1939. An addition adding 10,000 sq. ft. was built in 1966, for a total of approximately 34,000 square feet. The main floor holds the current periodicals collection, adult fiction and non-fiction, adult spoken word titles, DVDs and VHS. Circulation services and reference services are positioned to the left and right of the front door. Upholstered chairs are close to the featured new books shelves. There are several sets of tables and chairs. Close to the reference desk are six online catalogs. A self-check computer is located near the circulation desk.

The main floor addition holds the reference collection and the bank of eleven public access internet computers (including one designated for non-card holders). Off the main reference area is a small quiet study room with carrels. This room also houses the microfilm collection and two

reader/printers and the NHC Foundation Resource Collection. The Concord Room historical collection is between these two rooms.

The library's integrated computer system is also housed on the main floor adjacent to the automation coordinator's office.

On the second floor is the Children's Room which is accessed from the main staircase or the elevator from the Reference Room. There are two rooms at right angles to each other. The first room holds the non-fiction collection, two online catalogs and a reference desk. The Children's Room computer center has eight internet access computers. The second room in the addition holds the fiction, picture books and audio-visual collections and has two online catalogs. The Children's Room circulation desk oversees this area. A second self-check computer is located here also.

Other rooms on the second floor house the administrative offices of the Library Director, Administrative Assistant, Reference Librarians and Children's Supervisor. The Shakespeare Room is generally used as a meeting room. This room also houses a small collection of Shakespeare related materials belonging to the local Shakespeare Club.

The Ruth May Room is the public area on the lower level and holds the adult sound recording collection. There is one online catalog computer. A few steps lower is the library auditorium. The rest of the lower level includes the closed stacks of older books and periodical backfiles. Approximately 30% of the library's holdings are actively stored here, including 50% of the adult collection. The Technical Services office and a multipurpose staff space are also on this level.

The library has approximately 25 full-time equivalent employees, and a FY2007 budget of \$1.7 million.

The traffic count for the main library for FY2006 was 230,000 and the circulation of materials was 293,000. There are 141,075 barcoded items in the collection.

The Penacook Branch Library is housed in a former police station building built in 1909. The entire collection of 10,000 items is located on the first floor in approximately 1,000 square feet. There is a separate room for most of the children's collection. There is one online catalog and one internet access computer. The second floor has two rooms, one being a kitchen, and the other a large room used primarily for story times and meetings. Circulation at the branch for FY2006 was 14,000.

The Concord Public Library has a nine-member Board of Trustees appointed by the City Council which oversees the general management and policies of the Concord Public Library, as well as maintains records and ensures the proper management of library trust funds and trust income.

In addition, the Concord Public Library Foundation has a 30-member board and is a Section 501(c) (3) not-for-profit corporation organized to promote and strengthen the Concord Public Library by raising and administering funds to support programming and special events, advocating for the library in the community, and assisting in recruiting library volunteers.

9. SCOPE OF SERVICES REQUESTED

- a. **Community Description:** The selected CONSULTANT shall complete a community and demographic analysis of Concord, NH and prepare a comprehensive report detailing the current and projected demographic make-up of the community. As part of this task, the CONSULTANT shall review a 2004 report prepared by Planning Decisions, Inc. which analyzes Concord's demographics based on the 2000 US Census.
- b. **Community Input:** To guide programming and space needs planning, the CONSULTANT shall solicit community input from the Concord Public Library Board of Trustees, the Concord Public Library Foundation, library users, non-users, and staff. Efforts shall be made to solicit input from all age / demographic cohorts which comprise the City. The CONSULTANT shall propose a methodology for said solicitation of public input. Methodology to include at least one public meeting with community/business leaders. Acceptable methodologies may also include a community survey (conducted by personal interview, phone interview, or mail in system or focus groups sessions). CONSULTANTS are encouraged to propose alternative methods, which the City may accept provided said alternative(s) are acceptable to the Library Director. In any case, the CONSULTANT shall provide a thorough explanation of why the selected methodology is the most appropriate for this project. Community input gathered by this phase of the project will be used to support the development of the library's Mission and Vision Statements, and the Long-range Plan.
- c. **Library Service Description:** Using information provided by the library, the CONSULTANT shall complete a library service analysis for the Concord Public Library. Said report / description shall chronicle user trends for the City's Library system from 1965 to present day. The CONSULTANT shall specifically analyze trends in membership, total circulation of materials (all media), size of the library's collection (all media), as well as changes / trends in library programming. Using this information, the CONSULTANT shall extrapolate user trends for the library for the next 20 years.
- d. **Mission Statement, Vision Statement, Goals and Objectives:** Using the information and public input gathered from tasks a-c above, the CONSULTANT, working with Library Staff and Trustees, shall facilitate the revision of the library's existing Mission Statement, Vision Statement, as well as Goals and Objectives. The Mission Statement shall codify the overall social value that the Library provides to the community, describe a future ideal condition, and explain what it is the library seeks to accomplish in the community. The Vision Statement shall explain the business / purpose of the library. The Goals and Objectives portion shall state specific goals identified by the planning process, and key objectives to implement said goals. Goals and Objectives should consider a planning horizon of at least five (5) years. The CONSULTANT shall review the Concord Public Library's 2001-2005 Long Range Plan prior to undertaking this task.

- e. **Current Facilities Evaluation:** The CONSULTANT shall review and update the facility review completed by Tappe Associates, Inc. in 1995. This update shall include:
- Chronology and descriptions of recent renovations and improvements, as well as comments solicited from the public (including the Concord Public Library Board of Trustees, the Concord Public Library Foundation, library users, non-users, and staff), about the adequacy / inadequacy of the current facilities, as well as desires of facility users;
 - Input from the community concerning a measure of desire for the downtown location of the Main Library;
 - Observations about current layouts and space usage, staffing levels, work flow processes (including the Circulation Desk) and staff ergonomic needs; and
 - Proposed methodology and explanation supporting why it is appropriate for this project.
- f. **Space Needs Analysis:** The CONSULTANT shall determine the current and future space requirements for the library's major functions and program areas based upon the information collected above, as well as best practices and national standards. Space analysis shall include collection space (display and storage), electronic media, public space, as well as staff area and core facilities.
- g. **Library Building Program:** Based on the above, the CONSULTANT shall prepare a detailed report of requirements for facilities improvement, as supported by "functional area sheets." Said program shall be used as the basis for future space planning and conceptual architectural designs for expansion of the existing facility, or construction of a new central or satellite library in the City.
- h. **Options to Meet Library Building Program:** The CONSULTANT shall identify and evaluate a minimum of three (3) to five (5) options for facilities improvement. Said options shall include conceptual schematic floor plans for internal renovations or additions to the existing facility as well as preliminary "order of magnitude" cost estimates for each. Preliminary cost estimates shall include "soft" costs (architectural, engineering, permitting costs, etc) as well as "hard" costs (site work, utilities, building construction, landscaping, parking areas, building fit up, and furnishings).
- i. **Reports / Deliverables:**
1. The CONSULTANT shall complete tasks 9a – 9f no later than August 31, 2007. The CONSULTANT shall provide a written memorandum summarizing the findings of these tasks to the Library Director. The Library Director will use said memorandum to report on the progress of this project to the City Council, the Concord Public Library Board of Trustees, and the Concord Public Library Foundation.
 2. The CONSULTANT shall provide a final report containing all tasks required in this scope of work no later than October 15, 2007. Said report shall contain the following components:
 - Community Description

- Community Input
- Library Service Description
- Mission Statement / Vision Statement / Goals and Objectives
- Updated Current Facilities Evaluation
- Space Needs Analysis
- Library Building Program
- Evaluation of three (3) to five (5) options for facilities improvement

The CONSULTANT shall provide thirty (30) bound copies of said report, one (1) unbound copy, as well as a copy of the report in an electronic format in both MS Word and Adobe Acrobat PDF formats.

3. The CONSULTANT shall prepare a MS Powerpoint presentation summarizing the key findings of the final report. Said Powerpoint presentation shall be provided to the Library Director electronically for exhibit to the City Council, the Concord Public Library Board of Trustees, the Concord Public Library Foundation, and other civic organizations.
4. The CONSULTANT shall attend meetings of the City Council, the Concord Public Library Board of Trustees, and the Concord Public Library Foundation on an as needed basis, as determined by the Library Director, to assist City staff in presenting findings of said report to said entities. The City represents that this requirement shall not exceed more than four (4) evening meetings.

10. PROPOSAL PREPARATION

In order to facilitate evaluation of the Proposals, the CONSULTANT is instructed to follow the outline below in responding. **Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals.** Additional and more detailed information may be annexed to the main body of the Proposal.

- a. **Company or Consultant Team Background Material:** Information concerning the background, experience, and reputation of the CONSULTANT which is felt to be pertinent. Include:
 - Description of professional degrees in library and information science, as well as experience in the administration of libraries.
 - Description of any other pertinent education and experience.
- b. **Ability to Perform:** The CONSULTANT will demonstrate understanding of, and familiarity with, projects of this type or existing similar contracts developed. Firms shall list all public library needs assessments, long-range plans, and library building programs of comparable type which they have prepared or supervised within the last five (5) years.

- c. **Local Knowledge:** The CONSULTANT will demonstrate familiarity with the City of Concord, NH.
- d. **Project Staffing:** Individuals who will be assigned to work with the CITY will be identified, and a copy of each of their resumes will be provided. A Project Manager shall be identified who will serve as the City's principal contact person and liaison with the CONSULTANT for the duration of the contract.
- e. **Backup Capability:** Resumes will be included of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.
- f. **Consultant's Experience:** The CONSULTANT shall provide a list of previous and current contracts, if any, awarded by a government agency or private party to the CONSULTANT which are considered identical or similar in scope of services discussed herein. The CONSULTANT must submit a list which shall include the following:
 - 1) Contract duration, including dates;
 - 2) Services performed; and
 - 3) Name, address and telephone number of contracting agency which may be contacted for verification of all information submitted.
- g. **Work Program & Project Schedule:** The CONSULTANT shall submit a detailed project work program and schedule (with deadlines set forth in this RFP), broken down by task. Again, said project and all deliverables must be completed by October 15, 2007. **Adherence to the timeline is critical to the project. DO NOT INCLUDE THE NUMBER OF HOURS BUDGETED FOR EACH TASK.** This information shall be detailed in the Level of Effort and Compensation provided in a separate sealed envelope (see Paragraph 11).
- h. **Required City Forms:** Complete and submit the following required City forms: Specifications Exception Form; Alternate Form W-9; and City of Concord Indemnification Agreement.
- i. **Signature:** The proposal shall be signed by an official authorized to bind the CONSULTANT and shall contain a statement to the effect that the proposal is a firm offer and open for acceptance for a **ninety (90) day period** following the due date. The proposal shall also contain the following information: Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information and arranging an interview.

11. Level of Effort and Compensation

The CONSULTANT shall submit **one (1) original and one (1) identical copy** of the following:

a. Level of Effort: For each of the tasks outlined in the work program above, estimate the level of effort, including the number of hours budgeted for each task, for all direct and sub-contractor labor; and

b. Compensation: The proposal shall include a firm, fixed fee for services and contain hourly rates and overhead multipliers for all project personnel, as well as all reimbursable expenses such as copying, mileage, meals, and lodging (if applicable). Additional compensation for reimbursable expenses shall not be provided by the City. The CONSULTANT shall provide a detailed price proposal for each work task as outlined in this RFP. The CITY reserves the right to request additional detail / information concerning the price proposal before or after award of a contract.

The Level of Effort and Compensation shall be submitted, in **one (1) original and one (1) identical copy**, in a separate, sealed envelope, which is clearly marked as follows:

RFP 29-07
Level of Effort and Cost Proposal for
Concord Public Library Long-range Plan & Needs Assessment

The Level of Effort and Compensation shall not be opened until after all proposals have been reviewed and evaluated and a consultant has been chosen for contract award. Only the Level of Effort and Compensation of the selected CONSULTANT shall be opened. If the CONSULTANT'S fee proposal exceeds the CITY'S budget for this portion of the project, the CONSULTANT and the CITY shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the CITY'S budget for this portion of the project, then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

12. INSURANCE

Per attached sheet entitled "Insurance Requirements for all Consultants."

13. CONTRACT AWARD

See GENERAL TERMS AND CONDITIONS.

14. MODIFICATIONS AFTER AWARD

See GENERAL TERMS AND CONDITIONS.

15. PAYMENT SCHEDULE

See GENERAL TERMS AND CONDITIONS.

16. OWNERSHIP OF REPORTS

See GENERAL TERMS AND CONDITIONS.

17. DISAGREEMENTS AND DISPUTES

See GENERAL TERMS AND CONDITIONS.

18. TERMINATION OF CONTRACT FOR CAUSE

See GENERAL TERMS AND CONDITIONS.

19. TERMINATION FOR THE CONVENIENCE OF THE CITY

See GENERAL TERMS AND CONDITIONS.

20. CONTRACT

See GENERAL TERMS AND CONDITIONS.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective CONSULTANT must submit the following documents, in **one (1) original and eight (8) identical copies** as part of its proposal:

1. Proposal Statement, including **one (1) original and eight (8) copies** (See Instructions for Proposers, Paragraph 10).
2. Level of Effort and Compensation (Submitted in a separate sealed envelope in **one (1) original and one (1) identical copy** (See Instructions for Proposers, Paragraph 11.)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful CONSULTANT must submit, prior to contract signing, its insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage detailed by RFP29-07.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

| | | | |
|--|--|--|---|
| | Name (as shown on your income tax return) | | |
| | Business name, if different from above | | |
| | Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> | | Exempt from backup withholding <input type="checkbox"/> |
| | Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301 |
| | City, state, and ZIP code | | |
| | List account number(s) here (optional) | | |

| | |
|---------------|--------------------------------------|
| Part I | Taxpayer Identification Number (TIN) |
|---------------|--------------------------------------|

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

| | |
|---------------------------------|---|
| Social Security number – | Employer identification number – |
|---------------------------------|---|

| | |
|----------------|---------------|
| Part II | Certification |
|----------------|---------------|

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

| | | |
|------------------|--------------------------|-------|
| Sign Here | Signature of U.S. Person | Date: |
|------------------|--------------------------|-------|

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful CONSULTANT agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP29-07

PROJECT: Concord Public Library Long-range Plan & Needs Assessment

CITY CONTRACT NO.: RFP29-07

CONTRACT FOR: Concord Public Library Long-range Plan & Needs Assessment

You are notified that your Proposal received on _____, **2007** for the above Contract has been considered and accepted for you to provide consulting services for the development of a master plan for the **CITY’S** public library. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP29-07, Concord Public Library Long-range Plan and Needs Assessment), the **CONSULTANT’S** proposal opened on **February 2, 2007** and the **CONSULTANT’S** level of effort and fee proposal submitted in a separate sealed envelope.

The Contract Price of your contract shall be the following not to exceed price:

_____ Dollars (\$)).

One (1) original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, which is by _____, **2007**. By this time you must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement; and
2. Your firm’s insurance certificate, naming the **CITY** as an additional insured, meeting the minimum required levels of coverage detailed by RFP29-07.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and Purchase Order.

(CITY)
CITY OF CONCORD, NEW HAMPSHIRE

BY _____
(AUTHORIZED SIGNATURE)

(NAME/TITLE)
Douglas B. Ross, Purchasing Agent

Copy to: Patricia A. Immen, Library Director, Concord Public Library

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____, doing business as (a sole proprietorship) or (a partnership) or (a corporation) or (a limited liability company), hereinafter called the “**CONSULTANT**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The **CONSULTANT** will commence and provide the consulting services for the development of a master plan for the **CITY’S** public library. All terms, conditions, specifications and prices shall be in accordance with RFP29-07, the **CONSULTANT’S** proposal response opened on **February 2, 2007** and the **CONSULTANT’S** level of effort and fee proposal submitted in a separate sealed envelope.

The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the consulting services detailed by RFP29-07.

The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be not later than **October 15, 2007**.

The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONSULTANT**. The contract price shall be the following not-to-exceed price:

_____ Dollars (\$_____)

The term “**CONTRACT DOCUMENTS**” means and includes the following:

REQUEST FOR PROPOSALS RFP29-07 DATED _____
RFP29-07 PROPOSAL RESPONSE DATED _____
RFP29-07 SEALED LEVEL OF EFFORT AND PRICING PROPOSAL DATED _____

CITY OF CONCORD REQUIRED CONTRACT FORMS
SPECIFICATIONS EXCEPTION FORM
ALTERNATE FORM W-9
INDEMNIFICATION AGREEMENT
INSURANCE CERTIFICATE
LETTER OF AWARD DATED _____
NOTICE OF AWARD DATED _____

AGREEMENT
NOTICE TO PROCEED
CITY OF CONCORD PURCHASE ORDER NUMBER _____
ADDENDA NO. _____, DATED _____

The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions and Instructions to Proposers such amounts as required by the **CONTRACT DOCUMENTS**.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

CONSULTANT:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP29-07

PROJECT: Concord Public Library Long-range Plan & Needs Assessment

CITY CONTRACT NO.: RFP29-07

CONTRACT FOR: Concord Public Library Long-Range Plan & Needs Assessment

(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run within **ten (10) calendar days** of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than **October 15, 2007**.

Before you may start any work the General Terms and Conditions provides that you must deliver to the CITY:

- 1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to: Patricia A. Immen, Library Director, Concord Public Library

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: RFP29-07 Concord Public Library Long-Range Plan & Needs Assessment

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Notice to Proposers for RFP29-07, Concord Public Library Long-range Plan & Needs Assessment for the following reasons:

- Item/Service not supplied by our company.
- Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- Profit margin on municipal proposals too low.
- Past experience with City of Concord (give specifics, e.g., payment delay, proposal process administrative problems, etc) _____
- Insufficient time allowed to prepare and respond to proposal request.
- Proposal requirement too large _____ or too small _____ for our company.
- Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- Other reason(s), please specify:

.....

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A - PROPOSAL EVALUATION FORM

FIRM: _____

DATE: _____

PROJECT: RFP29-07, CONCORD PUBLIC LIBRARY LONG-RANGE PLAN & NEEDS ASSESSMENT

DEPARTMENT/DIVISION: LIBRARY DEPARTMENT

| RATING CATEGORY | | WEIGHT | RATING | SCORE |
|--|---------------------------------|--------|--------|-------|
| Adherence to Specifications and Submission of all Required Documentation | | Y/N | | |
| Company or Consultant Team Background Material | | 5 | | |
| Ability to Perform | | 10 | | |
| Local Knowledge | | 2.5 | | |
| Project Staffing | | 5 | | |
| Backup Capability | | 2.5 | | |
| Experience | | 15 | | |
| Timeline | | 10 | | |
| Work Program | | | | |
| | Community Description | 5 | | |
| | Community Input | 5 | | |
| | Library Service Description | 5 | | |
| | Mission Statement | 5 | | |
| | Vision Statement | 5 | | |
| | Five-year Long-range Plan | 5 | | |
| | Current Facilities Evaluation | 5 | | |
| | Space Needs Analysis | 5 | | |
| | Library Building Program Report | 5 | | |
| Identification & Analysis of Options | 5 | | | |
| Signature: | | Y/N | | |
| | | 100 | Total: | |

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.