

March 6, 2009

Subject: **Statement of Qualifications – Library Services and Facilities Needs Assessment Project**

The City of Porterville seeks “Statements of Qualifications” (SOQ) from qualified consultants for the purpose of conducting a library services and a facilities needs assessment. The consultant will work with a planning team, the Porterville Library Facility Planning Committee (LFPC), to facilitate a SWOT analysis, or similar process that will achieve the same, on the current library services and facilities. Working with the LFPC, the consultant will conduct a library needs assessment. A comprehensive report of analyses and recommendations will be the responsibility of the consultant.

The City seeks a professional Library Consultant that has specific experience in the review and quantitative analysis of existing and projected library services and facilities, with a strong background in successful planning of a variety of means in which to deliver public library services. The consultant’s “team” should include the proper mix of professionals to ensure the successful conduction of tasks and preparation of a report. The report will be the basis for determining a Plan of Service.

Maintaining strict adherence to the budget and schedule are priorities for the City and therefore, the selected consultant will be contractually responsible for preparing the report on an agreed upon budget and schedule.

All interested firms should submit eight copies of their SOQ to the City, no later than 5:00 p.m., March 20, 2009 to the address and contact person noted below. Statements shall not exceed 12 sheets including cover letter and table of contents. Resumes on the firm’s principals and one recent project example will not be counted towards the 12 sheet limitation. Further, a two sided page is considered one sheet.

Mail to:

City of Porterville Parks & Leisure Services Department
Library Services and Facilities Needs Assessment – Statement of Qualification
291 North Main Street
Porterville, CA 93257
Attn: Jim Perrine, Director

The consultant's SOQ should respond to Exhibit 'A' – "Library Services & Facilities Needs Assessment Project Scope of Services," formatted as described in Exhibit 'B' - "Proposal Content Requirements," and should address items 'a' through 'p' as shown in the City's "Consultant Selection Rating Form" attached. It is the City's intent to invite the top rated firm to participate in an oral interview. The following outlines the projected schedule of events for awarding the project to the selected consultant:

SOQ Submissions received by 5:00 p.m., 3/20/09

City Scoring Completed by 5:00 p.m., 3/24/09

Interview(s) by 5:00 p.m., 3/31/09

Consultant Scope and Fee Proposal submitted by 5:00 p.m., 4/15/09

City Review and Confirmation by 5:00 p.m., 4/22/09

City Council Approval and Award by 8:00 p.m., 5/5/09

Project commencement by 4:00 p.m., 5/14/09

The City realizes that the projected schedule is aggressively streamlined due to time constraints. Please call this office if you have any questions regarding this invitation.

Sincerely,

Jim Perrine
Parks & Leisure Services Director
(559)782-7539

EXHIBIT “A”
Library Services & Facilities Needs Assessment Project
“Scope of Services”
Project No. 89-9483-88

Introduction: The City of Porterville requests Statements of Qualifications from consultants to assist in the conduction of various analyses pertaining to the evaluation of public library services and facilities within the community. The project consultant will work with staff to design a process for conducting a Strengths, Weaknesses, Opportunities & Threats (SWOT) analysis, or similar process that will achieve the same, and a Needs Assessment with a community-based group. It is anticipated that these efforts will become the basis for a recommended Plan of Service that will frame consideration of library facility options.

IMPORTANT: Please see the accompanying Proposal Content Requirements (Exhibit “B”) for instructions on how to respond to this RFP.

Background: The City of Porterville provides public library services to the community, recently celebrating 100 years since the City opened its first public library. The Porterville Library is a member of the San Joaquin Valley Library System and thus provides library services to a large geographic area and resident population that otherwise would have very limited or distant public library access. The City’s corporate boundary population is approximately 52,000 and it is modestly estimated that another 15,000 to 20,000 persons view the Porterville City Library as their primary public library resource. The Porterville Library currently consists of two facilities. The main Library is located at 41 W. Thurman and contains 17,784 square feet. The Margaret J. Slattery Children’s Library is a 2,240 square foot joint-use facility located at 256 East Orange, adjacent to the Santa Fe Elementary School.

Project History: The City recently adopted its 2030 General Plan which includes implementation policies with a goal of providing up to date facilities fully capable of supporting state-of-the-art technology for library services. Like most California communities, the demographics of Porterville are dynamic and are projected to further evolve during the General Plan horizon. A community-based participant and staff planning team has been assembled to assist city staff in identifying and evaluating options to meet the projected needs for future library services and facilities. This planning team has been titled the *Porterville Library Facility Planning Committee* (LFPC) with the following purpose and goal.

Purpose - To provide a diverse community-based perspective for the study of needed facility changes in the current city library system to appropriately house the modern-library services of the future community.

Goal - Preparation of a recommended modern-library Plan of Service, along with a preferred method to domicile the library services for the decades subsequent to the year 2020.

For several months the LFPC has been meeting to become fully acquainted with current local library services and facilities and the 2030 General Plan and demographic projections. The LFPC has toured 5 recently renovated or newly constructed public libraries within a region between Porterville and Fresno and discussed library planning experiences with outside agency library officials.

Project Description: Borrowing from *Planning the Modern Public Library Building* the LFPC is to conduct a SWOT analysis, or similar process that will achieve the same, on the current Porterville Library facilities and services. It is intended that the SWOT analysis stimulate ideas on future service and commensurate facility capacity as well as alternative means to efficiently deliver and house the services. With the knowledge accumulated from their recent studies, as well as their professional and experiential wisdom, the LFPC is to then engage in conduction of a library facility Needs Assessment.

Scope of Work: The project consultant will work with staff to design a process that will result in accomplishing the following tasks:

Task 1: Facilitate conduction of a SWOT Analysis on current library facilities and services with the Porterville LFPC.

The consultant will perform as an unbiased facilitator in leading the LFPC in conduction of a SWOT analysis. The consultant will endeavor to get all of the LFPC members to draw upon their personal perspectives and learned library related knowledge. The consultant will be responsible to compile the information into an abstract document that can be utilized later for presentation. It is anticipated that the consultant will participate in at least one preparatory meeting with the LFPC ahead of facilitating the SWOT analysis. As a part of the facilitated analysis the LFPC should creatively answer the following questions^a:

1. Do larger libraries serve their communities better than smaller ones?
2. How is service defined?
3. How essential is the primarily American benefit of browsing an open collection?
4. If less money is spent on overhead of building and operating space, could the public be better served in other ways?
5. Is it really heresy to weed or compress the collections, reduce public casual seating, or reassign staff? What are the customer priorities?
6. What is the community's responsibility to provide equipment and software for public use in addition to standard Internet connections?
7. Should the public library provide uncensored free Internet access, as at an Internet café, to those who could not otherwise afford that access?
8. What partnerships could be developed to better husband the community's resources, reduce costs and ongoing expenses, and still ensure that the information needs of the community are met?
9. How can the building be initially affordable and sufficiently adaptable to prepare for a future of unknown needs?
10. Will the present community of users be the future community of users? Describe the future community of users.

Task 2: Design and conduct a process that will achieve a Library Needs Assessment.

The consultant will work closely with the LFPC, recognizing the LFPC as being representative of community stakeholders, in conduction of a Library Needs Assessment. This will entail multiple meetings with the LFPC and/or staff. The consultant will be asked to provide a detailed assessment report that will include at least the following elements:

- Existing buildings and whether or not building should be expanded and/or renovated, how much square footage should be added, the feasibility of expanding at the existing site or relocating, joint use partnerships (review of report on current facility condition assessment prepared by another consultant)
- New facility(ies), consideration should be given to location, city growth, plans, buildable land plans, transportation plans, pedestrian/vehicle patterns, school district expansion and other issues which would contribute to the expected changes in the city during the next 20-30 years
- Population served, unserved regions/populations
- Projected collection need and capacity, shelving needs and types, requirements by width and height, aesthetics, allocations
- Present and future technology needs, electric and electronic needs, implicated and projected technologies, such as fiber-optic cable, broad band cable, satellite, and video technologies, as well as developments related to the Internet, space and support needs and building infrastructure, computers, communications and other equipment
- Consideration of other space needs, total seating for public including table seating, quiet areas for concentrated study, meeting rooms for tutoring or group study, programming space

DELIVERABLES:

The completed report shall contain a comprehensive executive summary, detailed results and recommendations pertaining to the SWOT (or similar process) analysis, detailed results and recommendations produced from the Needs Assessment. The report shall be delivered as one (1) printed bound hardcopy and one (1) electronic document in Microsoft Word 2003 or later version.

OPTIONAL SERVICES:

Additional focus groups and public surveys may become future phases/components of the scope of work. The initial Needs Assessment effort with the LFPC will assist with determining the benefit and extent and/or timing of these services.

^aMcCabe, Gerald B. and James R. Kennedy. 2003. *Planning the Modern Public Library Building*. Westport, CT.: Libraries Unlimited

PROPOSAL CONTENT REQUIREMENTS

IN ORDER TO BE CONSIDERED COMPLETE, EACH PROPOSAL MUST INCLUDE, AT A MINIMUM, THE FOLLOWING:

- A. TRANSMITTAL LETTER
- B. PROJECT UNDERSTANDING/QUALIFICATION STATEMENT
- C. PROJECT TEAM TABLE OF ORGANIZATION
- D. PROJECT SCHEDULE
- E. EXPERIENCE OF ASSIGNED PERSONNEL
- F. FIRM'S RELATED EXPERIENCE AND REFERENCES
- G. EFFORTS TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY
- H. A COPY OF THE MOST RECENT LIBRARY RELATED WORK DOCUMENT OF SIMILAR NATURE

CONSULTANT SELECTION PROCESS

The top rated firm will be invited to participate in oral interviews. The oral interview will serve as the vehicle to initiate discussions related to the project specifics. The successful consultant shall prepare an "in depth" scope of work and fee schedule after meeting with City staff. The initial oral interview will allow the consultant to consider the amount and quality of data requested and allows staff to comment on those items of work that must be incorporated into the final report.

After the initial meeting, the consultant shall complete and present his "scope of services" expressing the consultant's understanding of the City's requirements within 10 working days of the "scoping" session. The City will review the consultant's scope of work, red-line, modify and/or change as necessary and return for the consultant's action. The consultant shall return the corrected/modified "scope of work" to the City within 5 working days along with any corrected/modified consultant's fee. The Parks & Leisure Services Director shall make a recommendation to the City Council to award or not award a contract to the top rated consulting firm based on the discussions and level of interest shown at the oral interview. The City Council, at its sole discretion, may choose to accept staff's recommendation or, may choose to award a contract to another consulting firm or, may choose not to award a contract at this time.

The Contract will be a written Service Agreement between the Consultant and the City, setting forth the scope of work, responsibilities, deliverables, schedule, ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement (Exhibit “C”) is attached. Please indicate, on the cover letter, the firm’s ability to comply with the Service Agreement provisions, including insurance coverage.

Exhibit "C"
SERVICE AGREEMENT

DATE: [Date]

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and [Insert Consultants Name], hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: [Insert Project Name Here]

Description of Project: [Insert Description Here]

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS
HEREINAFTER set forth the parties hereto do contract and agree as
follows:

SECTION 1. CONTRACT SERVICES: CONSULTANT hereby agrees to
provide the following services and materials, in a timely manner as
described in Exhibit "A", Scope of Services, in connection with the above
described project.

SECTION 2. PAYMENT: In consideration for said services and materials,

CITY shall pay CONSULTANT on a time and materials basis, not to exceed [Words] Dollars, (\$[Numbers]) (refer to attached fee schedule, if used.)

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all “work directives” shall be completed by [Enter Work Completion Date].

The parties agree that time is of the essence under this contract. Inasmuch as it would be difficult to ascertain the actual amount of damages sustained by delay in performance of said contract, the amount of \$[Enter Per Calendar Day Amount] per calendar day shall be deducted from the contract price for liquidated damages for each calendar day beyond the completion date listed above. Said deduction will not be made if CONSULTANT submits proof in writing that delay in completion was due to a cause beyond its control.

SECTION 4. FAMILIARITY WITH PROJECT: CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR: It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. CONSULTANT

agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents.

SECTION 6. WORKMANSHIP AND MATERIALS: Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT: It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION. CONSULTANT will not discriminate against any employee, or applicant for employment because of race, color, religion, gender, marital status, or national origin.

SECTION 9. CONFLICT OF INTEREST CODE: CONSULTANT agrees

to comply with the regulations of CITY'S "Conflict of Interest Code". Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION: Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT: It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE: If either party initiates an action to

enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

CITY OF PORTERVILLE
By _____
Cameron Hamilton, Mayor

CONSULTANT
By _____

Date _____

Date _____

BSR:vs