

**WESTERN MARYLAND REGIONAL LIBRARY  
MARYLAND SURVEY RFP**

**SECTION 1  
INVITATION FOR BID**

**TITLE: CUSTOMER SURVEY OF MARYLAND RESIDENTS ABOUT LIBRARIES**

**ISSUE DATE: SEPTEMBER 9, 2019**

**ISSUING OFFICE:  
WESTERN MARYLAND REGIONAL LIBRARY  
100 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740**

**PROCUREMENT OFFICER: ELIZABETH HULETT  
301.739.3250 x 550  
[ehulett@wmrl.info](mailto:ehulett@wmrl.info)**

**WRITTEN QUESTIONS  
& INQUIRIES DUE DATE: SEPTEMBER 23, 2019**

**WRITTEN QUESTIONS MUST  
BE SENT TO: ELIZABETH HULETT  
WESTERN MARYLAND REGIONAL LIBRARY  
100 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.739.3250 X 550  
[ehulett@wmrl.info](mailto:ehulett@wmrl.info)**

**ANSWERS WILL BE POSTED  
TO THE SAME WEB PAGE AS  
THIS RFP**

**PRE-PROPOSAL CONFERENCE  
DATE AND TIME: NO CONFERENCE BEING HELD**

**PROPOSAL SUBMISSION  
DUE DATE: SEPTEMBER 30, 2019  
TIME: 2:00 p.m.**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**ORIGINAL & NUMBER OF COPIES  
OF PROPOSALS REQUIRED TWO (2) ORIGINALS WHICH SHALL BE  
IDENTIFIED AS SUCH AND ONE (1) ELECTRONIC  
COPY EMAILED TO [ehulett@wmrl.info](mailto:ehulett@wmrl.info)**

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**2.0 SPECIFICATIONS**

**2.1 BACKGROUND**

The Western Maryland Regional Library (WMRL), in cooperation with the Maryland State Library (MSL) and all the public libraries in Maryland, is seeking a contractor to design, conduct and analyze the results of a customer survey of Maryland residents about public library service.

In 2003 and 2006, the Southern Maryland Regional Library Association, Inc. contracted for a statewide survey of the public's perception of public libraries and a collateral used to inform the public about the results. The expectation for this survey is to provide updated information on those perceptions and additional collaterals.

**2.2 SCOPE OF SERVICES**

The scope of the poll pertains to questions about:

- the value of libraries and
- the return on the investment of government dollars in libraries.

The primary audience for the poll's results will be the funders of libraries:

- primarily state legislators, but also
- federal legislators, and
- local legislative bodies.

The sample size of the poll should be large enough to gather pertinent information at the local (county) level that can be aggregated to give state-wide results. The poll should also yield demographic data about the respondents that is representative of the population of the state. Both library users and non-users are to be contacted. Preliminary results must be available by July 1, 2020, and final results by August 1, 2020.

**2.3 OBJECTIVES**

The objective of this Request for Proposal is to solicit proposals to design, conduct, and analyze the results, including demographic data about the respondents, of a customer survey of Maryland residents about public library service as it relates to the value of libraries and the return on investment of government dollars in libraries, and to create marketing materials based upon the results.

**2.4 OFFEROR REQUIREMENTS:**

WMRL is seeking a highly qualified Offeror to perform the identified scope of services and to meet the RFP objective. To be considered, the Offeror must possess and be able to demonstrate the following qualifications:

- (a) Offeror must have a minimum of three years experience in designing, conducting, and analyzing the results of customer surveys;

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- (b) Offeror must have and be able to demonstrate previous experience working with non-profit agencies on similar projects, previous experience working with state agencies is a plus;
- (c) Offeror must have a strong background in group facilitation and consensus building to work with an advisory committee of library administrators and staff on the project;
- (d) Offeror must have a strong background and at least three years experience in report writing and dynamic presentations and be able to demonstrate this capability so as to convey the results of the survey to a variety of audiences;
- (e) Offeror must have experience in producing dynamic written and oral reports which include text and graphics as well as materials suitable for marketing results to the target audiences.

**2.4.1 DESIRABLE REQUIREMENTS**

Experience with a variety of clients and a variety of software programs for presentation.

**2.5 PROJECT REQUIREMENTS**

The customer survey of Maryland residents about public library service in the areas of value and return on investment for government dollars shall include, but not be limited to, the following tasks:

- (a) An initial meeting with the Survey Steering Committee within the first few weeks of the contract (on or about December 2, 2019).
- (b) Providing a written plan of operation within the first month of the contract which includes a timeline for producing:
  - A draft survey instrument
  - A final survey instrument
  - Implementation of the survey
  - Presentation of the raw results at a meeting with the Survey Steering Committee
  - Presentation of final results to three specified groups
  - Development of collateral pieces to educate the public about the results.
- (c) Meeting with the Survey Advisory Committee after the plan of operation has been approved to gather information for survey design.
- (d) Producing a final report of the results by August 1, 2020, and presenting it to the Survey Steering Committee.
- (e) Presenting the results to the Maryland Association of Public Library Administrators, the Maryland State Library Board of Trustees, and a joint meeting of the Citizens for Maryland Libraries and the trustees of public libraries after the survey is completed and the results tabulated.

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- (f) Development of collateral pieces that can be used to educate funders and the public about the value and essential nature of public libraries using the results of the survey.
- (g) Meeting with the Survey Steering Committee on a regular basis throughout the process for updates.
- (h) All survey instruments and data will be the property of WMRL, and MSL.

**2.5.1 WMRL SUPPLIED MATERIALS:**

WMRL shall provide the following:

- (a) A copy of the questions included in the previous *Maryland Public Library Survey*
- (b) Meeting arrangements for the Survey Steering Committee and Survey Advisory Committee meetings.

**2.6 DELIVERABLES:**

- (a) A meeting with the project coordinator and the Survey Steering Committee, within one week of the final notification of the contract award (on or about November 4, 2019).
- (b) A written plan of operation including methods and timeline.
- (c) A draft of the survey instrument as agreed upon in the plan of operation.
- (d) A final survey instrument as agreed upon in the plan of operation.
- (e) A report on the raw results as agreed upon in the plan of operation.
- (f) A final report on the results including a power point (or other presentation software) presentation that can be customized at the local level by August 1, 2020.
- (g) Three presentations, one each to the following groups: Maryland Association of Public Library Administrators, the Maryland State Library Board of Trustees, and a joint meeting of the Citizens for Maryland Libraries and public library trustees.
- (h) Five collateral marketing pieces by September 1, 2020:
  - Book mark
  - Fact sheet
  - Bill board
  - Poster for in-library display
  - Electronic “bill board” appropriate for linking to library websites

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**2.7 TERM OF CONTRACT**

The term of this contract shall begin upon the date of the final notification of award and terminate on October 1, 2020.

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**3. FORMAT FOR PRESENTATION OF OFFEROR PROPOSAL(S)**

**3.1 SUBMISSION GUIDELINES**

Offeror must submit proposal response(s) necessary to meet the stated requirements of this RFP. The Offeror must submit **TWO (2) originals, which shall be identified as such, and ONE (1) electronic copy** of both technical and cost volumes **packaged separately** as specified in Section

1. A complete proposal requires:

1. A transmittal letter
2. Volume I - the Technical Proposal
3. Volume II - the Cost Proposal

**3.2. TRANSMITTAL LETTER**

A transmittal letter prepared on the Offeror's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge addenda; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the Offeror's firm to all statements, including services and prices, contained in the proposal.

**3.3. TWO VOLUME PROPOSAL**

The selection procedure for this procurement requires that the Evaluation Committee shall complete the technical evaluation of the proposals before the cost data are distributed to the Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below with the RFP number, title and the due date conspicuously written on the container of each volume.

**3.4. VOLUME I - TECHNICAL PROPOSAL**

This volume should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except the cost information. Volume I consists of and must contain the following sections:

1. Table of Contents
2. Executive Summary
3. Work Plan
4. Technical Plan
5. Prior Experience
6. Personnel
7. Corporate Capability
8. References
9. Contract Affidavit
10. Other Relevant Information

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**3.4.1 TABLE OF CONTENTS**

The "Table of Contents" should identify major points of discussion by page number and should clearly cross reference the technical discussion to any related tables in the proposal.

**3.4.2 EXECUTIVE SUMMARY**

- In the first section of this summary, the Offeror shall explain how they meet each requirement specified in the specifications.
- In the second section, identify any proprietary information.
- In the third section, identify exceptions, if any, to this RFP or WMRL's mandatory contract terms and conditions found in Section 6.
- **WARNING:** Exceptions to terms and conditions may result in having the proposal deemed unacceptable or not reasonably susceptible of being selected for award.

**3.4.3 WORK PLAN**

The "Work Plan" must describe in detail the specific methods, tasks, and activities proposed to be undertaken. Any anticipated theoretical or practical problems associated with the completion of each requirement must be discussed. Solutions, alternatives, or contingency plans related to these problems must also be proposed if appropriate. Additionally, the Work Plan must include task initiation and completion schedules and the Offeror's proposed staff assignments. In addition, the Offeror shall list and identify subcontractors if any.

**3.4.4 TECHNICAL PLAN**

The "Technical Plan" section is to be prepared in the same sequence as the Specifications Section 2 in the RFP. Each and every specification must be copied from the RFP and the response to the specification must be listed immediately following the specification. The proposal must be expressly clear as to whether or not it satisfies each point of the RFP specifications. Responses must not be limited to "YES" or "NO" replies but they must describe how the proposed services and all related products satisfy the stated requirements or conditions.

**3.4.5 PRIOR EXPERIENCE**

The "Prior Experience" section must describe selected engagements for other clients involving services similar to those requested by this RFP, that were successfully performed by the Vendor. Include the name, address, and telephone number of the clients referenced in this section and the dates of prior experience. Vendor must also submit a sample of a previous similar project. Sample may consist of a synopsis or summary of methods and conclusions.



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**3.4.6. PERSONNEL**

The "Personnel" section must include individual resumes for the personnel that are to be assigned to the project if the Vendor is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. WMRL must be notified and must approve any changes to staff assignments after the Contract award and for the duration of the Contract period.

**3.4.7 CORPORATE CAPABILITY**

The "Corporate Capability" shall extend to both corporations or consortia of individuals with the background and experience outlined in this RFP.

In the "Corporate Capability" section of the proposal, the Offeror must clearly document the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully conduct the tasks called for in this RFP within all specified timelines. Corporate competence may be substantiated by providing evidence of credibility. This should describe selected engagements for other clients involving services similar to those requested by this RFP, that were successfully performed by the Offeror.

**3.4.8 REFERENCES**

**The Offeror must supply three (3) references for this section.** The references must be current, identify the name of each organization, point of contact and telephone number. WMRL shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

**3.4.9 OTHER RELEVANT INFORMATION**

Any other information that may be relevant but does not fall into the above format that the Offeror intends the Evaluation Committee to consider must be included in the Technical Proposal Volume under the heading "Other Relevant Information". If the Offeror appends company product literature and other publications to respond to a specific RFP requirement, the material so appended must be referenced in the appropriate section and must be cross-referenced in this section. The reference must include the document name and page. In the event that proposals provide no such references, the Evaluation Committee will not be required to refer to the additional documents. If the material is lengthy, the Offeror may provide the material as an appendix to the technical proposal volume. Material so appended but not referenced in this section will not be considered by the Evaluation Committee.

**3.5. VOLUME II - COST PROPOSAL**

Use the form in Exhibit A to present your cost proposal.

The "Cost Proposal" must detail the proposed cost associated with the completion of each requirement in the RFP and the proposed cost with all requirements combined. Standard line items of expenses must be used to identify itemized costs (as an attachment to Cost Proposal

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Form Exhibit A). The Cost Proposal must be cross-referenced to the Technical Proposal in order to facilitate the determination of costs associated with each of the requirements and activities.

**3.6. CONTRACT AFFIDAVIT**

This affidavit is included in the RFP for information purposes. If a Contract is awarded as a result of this procurement, only the successful Offeror will be required to complete the Contract Affidavit (Exhibit B). **The form is for information only and not required to be submitted with the proposal.**

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**4. EVALUATION AND SELECTION PROCEDURES**

**4.1. EVALUATION COMMITTEE**

All proposals received by the closing deadline will be evaluated by an Evaluation Committee. The Committee shall make a recommendation to the designated procurement officer who will make the award, after appropriate WMRL approvals. Any proposal received by WMRL after the time and date specified in Section 1 will not be considered and will be returned unopened.

**4.2. QUALIFYING PROPOSALS**

The Committee will first review each proposal for compliance with the mandatory feature requirements described in the Specifications, Section 2, and with all other necessary requirements of this procurement.

The term **mandatory** (a provision that may not be waived) shall express its requirements using the term "**must**" or "**shall**". The Committee will make recommendations to the designated procurement officer who will make the final determination about acceptability of proposals.

Failure to comply with any requirement shall disqualify an Offerors proposal.

**4.3. DISCRETION IN DETERMINING DEVIATIONS/ACCEPTANCE**

The designated procurement officer shall determine which proposals have met the basic requirements of the RFP. The procurement officer shall have the authority to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of WMRL.

**4.4. TECHNICAL EVALUATION**

After determining compliance with the requirements, the Committee shall conduct its evaluation of the technical merit of each qualified proposal in accordance with the Evaluation Criteria listed below.

**4.5. TECHNICAL EVALUATION CRITERIA**

The criteria that will be used by the Committee for the evaluation of the technical proposals for this procurement are listed below. The criteria are listed in descending order of significance.

**Evaluation Criteria**

**Mandatory Requirements**

**Understanding of the problem**

- Comprehension of nature and scope of work involved

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**Work and technical plan**

- Completeness and soundness of plan
- Choice of methodology, techniques
- Project management
- Prior experience in delivery of similar services

**Offeror qualifications**

- Related company experience
- Offeror's ability to meet schedule in prior contracts of similar services
- Quality of deliverables completed under prior contracts

**Assigned personnel**

- Related experience
- Professional competency
- Education

**4.6 COST EVALUATION**

The separate cost volume of each qualified proposal will be distributed to the Committee following the completion of the evaluation of the technical proposal. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals.

**4.7 FINAL SCORING AND SELECTION**

The Committee will make recommendations for the award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to WMRL considering both the technical and the cost factors set forth in this RFP. Technical merit will account for not more than sixty percent of the assigned value and cost will account for not less than forty percent.

Recommended Contract awards, if any, resulting from this RFP, are subject to appropriate WMRL approvals.

**4.8. EVALUATION OF REFERENCES**

WMRL reserves the right to contact customers referenced in the Offeror's proposal in order to gather additional references (Refer to Section 3.4.8).

**4.9. DISCUSSIONS**

WMRL may request a Best and Final Offer. Offerors who submit proposals initially judged by the procurement officer to be reasonably susceptible of being selected for award may be asked to negotiate with WMRL in developing a potential final contract. If the procurement officer

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determines that further negotiation is in the best interest of WMRL the procurement officer will advise all such Offerors how such negotiation shall be conducted. Upon completion of all negotiations, each acceptable Offeror will be asked to submit its best and final proposal for consideration by the evaluation committee. The procurement officer may select a Vendor based on the Offeror's written proposal and oral presentation, if any, without further negotiation.

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**5.0 GENERAL INFORMATION FOR VENDORS**

**5.1 PROCUREMENT METHOD AND PURPOSE**

The method for this procurement is Competitive Sealed Proposals (CSP). The overall purpose of the Request for Proposal (RFP) is to provide information to those interested in preparing and submitting proposals to meet the requirements described herein.

**5.1.1 SUMMARY OF PROPOSAL DATES**

Date: 9/23/19 Written questions and inquiries due to Sharan Marshall by 2:00 P.M.

Date: NO CONFERENCE PLANNED

Date: 9/30/19 Proposal due to WMRL by 2:00 P.M.

**5.2 REVISIONS TO THE RFP**

If it becomes necessary to revise any part of this RFP, addenda will be provided to all who are known to have received the initial RFP. Acknowledgment of receipt of all amendments, addenda, and changes issued shall be required from all receiving the RFP, by returning a signed copy of the Addenda Acknowledgement Form (Exhibit C) to WMRL by the RFP proposal due date and time.

**5.3 CANCELLATION OF THE RFP**

WMRL may cancel this RFP, in whole or in part, or reject all proposals submitted if this action is determined to be fiscally advantageous or otherwise in WMRL's best interest.

**5.4 PROPOSAL ACCEPTANCE DISCUSSIONS**

WMRL reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of WMRL. Qualified Offerors means Offerors that submit proposals initially judged by the procurement officer to be reasonably susceptible of being selected for award. Any oral clarifications of substance of a proposal shall be confirmed in writing by the Offeror. WMRL also reserves the right to award the Contract based upon the evaluation of the received proposals without discussion.

**5.5 ORAL PRESENTATIONS**

Offerors who submit proposals may be required to make presentations to WMRL and the Survey Steering Committee in order to clarify their proposals.

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**5.6 INCURRED EXPENSES**

WMRL will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal.

**5.7 ECONOMY OF PREPARATION**

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Offeror's offer to meet the requirements of the RFP.

**5.8 QUESTIONS**

Offerors are urged to read the specifications very carefully and to submit their questions, in writing, by the Question and Inquiry due date (See Section 1).

Misinterpretation of specifications shall not relieve the Offeror of responsibility to perform to WMRL's satisfaction.

**5.9 EVIDENCE OF RESPONSIBILITY**

Prior to the award of a Contract pursuant to this RFP, the procurement officer may require an Offeror to submit such additional information bearing upon their ability to perform the Contract as the procurement officer deems appropriate. The procurement officer may also consider any information otherwise available concerning the cost, technical, and other qualifications or abilities of the Offerors.

**5.10 PUBLIC INFORMATION ACT NOTICE**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, may not be disclosed under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

**5.11 PROTESTS**

Any protest about the award of this contract must be submitted to the Director of WMRL in writing.

**5.12 DISCLOSURE OF EXISTING CONTRACTUAL RELATIONSHIPS**

Offerors having existing contractual relationships with WMRL must include a statement with their proposal identifying and describing the scope of all such relationships.

**5.13 ALTERNATE AND MULTIPLE PROPOSALS**

Alternate and multiple proposals will not be accepted.

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**5.14 SUBMISSION DEADLINE**

The Offeror must submit TWO (2) originals, **which shall be identified as such**, and ONE (1) electronic copy of both technical and cost proposals by the closing time and date specified in Section 1 of this RFP to:

Elizabeth Hulett  
Western Maryland Regional Library  
100 South Potomac Street  
Hagerstown, MD 21740

All Offerors must allow sufficient mail delivery time to ensure timely receipt of the response to this RFP by WMRL by the proposal due date and time. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered.

**5.15 DURATION OF COST PROPOSALS**

Cost proposals are irrevocable for 120 days following the closing date for submission of price proposals or best and final offers, whichever occurs later.

**5.16 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL OFFEROR**

The Contract to be entered into as a result of this RFP shall be by and between the Offeror as contractor and WMRL, and shall contain the provisions included in this RFP and any amendments or changes thereto.

**5.17 CONTRACT TYPE**

This Contract provides for a firm fixed-price.



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**6.0 MANDATORY CONTRACT PROVISIONS**

Any Contract resulting from this RFP will contain the following Mandatory Contract provisions:

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nineteen by and between \_\_\_\_\_, Federal Employer Identification Number, \_\_\_\_\_, herein called "Contractor" and the Western Maryland Regional Library.

Witnesseth, that for and in consideration of the mutual promises and covenants contained herein, Contractor and WMRL, agree as follows:

**1. Scope of Contract:** The Contractor shall furnish WMRL, all of the equipment and or services described in the Contract Documents in accordance with and subject to the terms and conditions of the Contract Documents described below. Further, WMRL, shall have the unilateral right to order in writing changes in the work within the scope of the contract.

A. **Contract Documents:** The Contract between the parties is set forth in the Contract Documents, and supersedes all prior oral agreements and proposals. The Contract Documents consist of the following:

1. This Agreement;
2. WMRL Request for Proposal for the procurement of \_\_\_\_\_, dated \_\_\_\_\_, including all Mandatory Contract Provisions (see section 6 of RFP) which are incorporated herein by reference, Addendum # \_\_\_\_\_, dated \_\_\_\_\_, and all Exhibits of RFP, (hereinafter collectively referred to as the "Request for Proposal"); and
3. The Response.

B. **Order of Precedence: Conflict Among Contract Documents:** In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:

1. This Agreement; then
2. The Request for Proposal (RFP) including any Exhibits and addenda; then
3. The Response.

**2. Term of Contract:** The Contract period shall begin upon the completion of award and end October 1, 2020.

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**3. Compensation and Method of Payments:** Contractor shall be compensated in the amount of \_\_\_\_\_ (INSERT WRITTEN DOLLAR AMOUNT) \_\_\_\_\_ (INSERT NUMERICAL DOLLAR AMOUNT) for services satisfactorily performed and accepted by WMRL.

The Contractor shall bill WMRL, Inc. upon satisfactory completion of each deliverable as specified in the proposal or in a manner as mutually agreed upon by the Contractor and WMRL.

Method of Payment shall be as follows: Payments shall be made upon satisfactory delivery and acceptance of services by WMRL, or if applicable, upon satisfactory acceptance of deliverables and/or tasks by WMRL. WMRL requires invoicing at the successful completion of each deliverable. Invoices shall be submitted within 30 days of completion of invoiced services to WMRL. All invoices must be submitted in itemized detail, and shall include the WMRL Contract number, a description of the Contract or order, the Contractor's name, the Contractor's Federal Tax Identification Number or Social Security Number, the full Contract value, the basis for billing, the address of the proper recipient for payment, and all supporting receipts. WMRL reserves the right to return all invoices if not itemized properly. All invoices shall be submitted as follows:

Original and one copy to: Elizabeth Hulett  
Western Maryland Regional Library  
100 South Potomac Street  
Hagerstown, MD 21740

Payment to the Contractor shall be made no later than thirty days after WMRL's receipt of a proper invoice from Contractor. WMRL shall withhold from the final payment due the Contractor an amount up to 10 percent of the payment until the Contractor has rendered full and satisfactory performance on all of the terms and conditions of the Agreement.

**4. Contract Modifications:**

A. Control of the design and administration of the contract is the exclusive responsibility of WMRL. WMRL reserves the right to change components of the design and/or substitute tasks on an equal basis should the need arise after the contract award. These substitution tasks which are on an equal basis with tasks in the contract shall be subject to the following conditions:

1. Changes in tasks will not increase the overall scope of work described in this RFP nor the amount of the contract award.
2. Changes will not be suggested for any specific task once the contractor has begun work on it.
3. All changes will be submitted to the contractor in writing by WMRL.

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B. Any changes to the contract requested by WMRL or by the contractor that will affect the scope/cost of the contract or that are made after work has begun will be negotiated between WMRL and the contractor in the following fashion:

1. A written request shall be made by either party.
2. The request shall be relayed to any other contractual party impacted by the proposed change.
3. Written acceptance shall be issued by the other party(ies), with cost, time line, and/or task changes negotiated by all parties. Changes shall not be binding until such written acceptance has been completed by all parties and approved by WMRL.

**5. Laws and Regulations:** This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**6. Nondiscrimination in Employment:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, martial status, national origin, ancestry or disability of a qualified individual with a disability (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

The vendor shall protect and indemnify WMRL and its agents or employees against any and all claims that may arise based on violation of any sub clause, ordinance, or regulations by the vendor, the vendor's employees or the vendor's agents.

**7. Non Appropriation of Funds:** WMRL reserves unto itself the right to terminate this contract in the event that funds are not appropriated for the total term of the contract.

**8. Termination for Default:** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provisions of the Contract, WMRL may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at WMRL's option, become WMRL's property. WMRL shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and WMRL can affirmatively collect damages.

**9. Termination by WMRL:** The performance of work under this Contract may be terminated by WMRL in accordance with this clause in whole, or from time to time in part, whenever WMRL shall determine that such termination is in the best interest of WMRL. WMRL will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have

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not been earned up to the date of termination. It is understood that this Contract may be terminated for the convenience of WMRL or for performance by the Contractor deemed by WMRL to be unsatisfactory, such determination to be within the sole and absolute discretion of WMRL.

**10. Delays and Extensions of Time:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of WMRL in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with WMRL fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**11. Payment of WMRL Obligations:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after WMRL's receipt of a proper invoice from the Contractor.

**12. Retention of Records:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by WMRL.

**13. Compliance with Laws:** The Contractor hereby represents and warrants that:

A. It is qualified to do business in Maryland and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;

C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**14. Cost and Price Certification:**

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the bid proposal due date.

B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases

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occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**15. Contract Affidavit:** All terms and conditions of the attached Contract Affidavit Exhibit B are made a part of this Contract.

**16. Public Information Act Notice:** Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

**17. Procurement Officer:** WMRL designates Elizabeth Hulett to serve as Procurement Officer for this Agreement. WMRL designates Elizabeth Hulett to serve as Contract Monitor. It is understood that there will be many communications between representatives of the Contractor and representatives of WMRL that do not require official notification of the parties. However, all notices required to be given by one party to the other pursuant to this Contract shall be in writing and shall be addressed as follows:

Correspondence to WMRL: Elizabeth Hulett  
Western Maryland Regional Library  
100 South Potomac Street  
Hagerstown, MD 21740

Correspondence to Contractor: (INSERT CONTRACTOR'S NAME)  
  
(INSERT CONTRACTOR'S ADDRESS)

**18. Tax Exemption:** WMRL is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request.

**19. Delivery and Acceptance:** Delivery shall be made in accordance with the solicitation specifications. WMRL in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control.

**20. Withholding:** WMRL may withhold payments to the Contractor if the Contractor fails to comply with the terms and conditions of the Agreement. WMRL shall notify the Contractor in writing of the acts or omissions, which provide a basis for withholding payment.

**21. Intellectual Property Infringement:** The Contractor agrees to indemnify and save harmless WMRL, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of any designs, materials, process construction supplies, equipment, services or other work covered by this Contract.

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**22. Indemnification:** WMRL shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance of operation of this Agreement. The Contractor shall reimburse, indemnify, and hold harmless WMRL, its officers, agents, and employees for all loss to WMRL arising from the negligence of the Contractor in the performance of this Contract and for a loss to WMRL resulting from the non-performance thereof.

**23. Assignment:** This contract may not be assigned or subcontracted without the written approval of WMRL.

**24. Amendment of Agreement:** This Agreement may be amended as WMRL, and Contractor mutually agree in writing. Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment and shall be subject to the same laws, obligations, conditions, provisions, rules and regulations, as it was prior to the amendment.

**25. Compliance with ADA:** Contractor shall comply with the Americans with Disabilities Act (ADA), and applicable regulations.

**26. Responsibility of Contractor:** Contractor shall perform the services with the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder. If Contractor fails to perform the services, and such failure is made known to Contractor, it shall, if required by WMRL, perform at its own expense and without additional cost to WMRL, those services necessary for the correction of any deficiencies or damage resulting from Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to WMRL.

**27. Bankruptcy or Inability to Perform the Contract:** Upon the filing of any bankruptcy proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify WMRL immediately. Upon learning of the actions herein identified, WMRL reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract, and to hold Contractor responsible for damages.

**28. Ownership of Documents, Equipment, and Materials:**

A. Contractor agrees that all work product and supporting work are the property of WMRL, and all copyright and patent rights belong to WMRL. Contractor agrees that all documents, equipment, materials, data, diskettes, hardcopy, and electronic format of all information including but not limited to report, drawings, studies, specifications, estimates, photographs, designs, graphics, instruments, mechanicals, artwork, automatic data processing accessories, and computations prepared by or for, or purchased by or for, the Contractor because of the Contract shall at any time during their term of the Contract be available to WMRL, and shall become and remain the exclusive property of WMRL upon termination or completion of the services. WMRL shall have the right to use same without restriction or limitation and without compensation to Contractor other than as provided in this Contract. WMRL shall be the

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owner for purposes of copyright, patent or trademark registration, and Contractor hereby transfers to WMRL any rights it may have in the work produced pursuant to this Contract.

B. If the Contractor obtains or uses for purposes of this Contract or any subcontracts any design, device, material, process, or work covered by patent, copyright, or trademark, it shall provide a license to WMRL of all right to possess and to use such design, device, material, process, or work by a legally sufficient agreement with the patentee or owner, and a copy of such Agreement shall be filed with WMRL. Contractor shall indemnify, protect, and save harmless WMRL, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent, trademark, or copyright infringement, arising out of the purchase or use of any design, material, process construction, supplies, equipment, services or other work covered by this Contract.

**29. Responsibility for Claims and Liability:** It is understood and agreed that WMRL shall not be liable in any action of tort, Contract or otherwise for any actions of Contractor arising out of this Agreement. Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under this Contract. It is expressly understood that Contractor shall indemnify and save harmless WMRL, its officers, agents, and employees from and against all claim, suits, judgments, expenses, actions, damages, and costs of every name and description, including reasonable attorney's fees, arising out of performance of this Contract.

**30. Dissemination of Information:** Contractor shall not release any information related to services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of WMRL, except as provided in the Public Records Act of the State of Maryland.

**31. Entire Agreement:** This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, agents or officials on the date first written above.

**CONTRACTOR'S NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer/Authorized Agent Signature

Name: \_\_\_\_\_

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

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**WESTERN MARYLAND REGIONAL LIBRARY**

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

Name: \_\_\_\_\_

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



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**SECTION 7 - EXHIBITS**

COST PROPOSAL FORM EXHIBIT A

CONTRACT AFFIDAVIT EXHIBIT B

ADDENDA ACKNOWLEDGMENT FORM EXHIBIT C

MARYLAND PUBLIC LIBRARY SURVEY QUESTIONS EXHIBIT D

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# **COST PROPOSAL FORM**

## **EXHIBIT A**

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**EXHIBIT A  
COST PROPOSAL FORM**

<b>DETAILED COST CATEGORY</b>	<b>COST</b>
<b>TOTAL COST OF PROJECT*</b>	

**\*Please attach all supportive itemized costs.**

VENDOR'S NAME: \_\_\_\_\_  
**PRINT**

VENDOR'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip

VENDOR'S FEDERAL ID # \_\_\_\_\_

NAME OF AUTHORIZED: \_\_\_\_\_  
**PRINT**

SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

**Submit this Exhibit A and all supportive itemized costs in a separate sealed envelope marked Cost Proposal.**

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# **CONTRACT AFFIDAVIT**

## **EXHIBIT B**

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**EXHIBIT B  
CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of \_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments executed by me for the purpose of obtaining the contract remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

BY: \_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
(Authorized Representative and Affidavit)

**ADDENDA ACKNOWLEDGMENT  
FORM**

**EXHIBIT C**

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EXHIBIT C  
ADDENDA ACKNOWLEDGMENT FORM

NAME OF BIDDER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

DUE DATE: \_\_\_\_\_

ACKNOWLEDGMENT

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation.

Addendum #1, issue date \_\_\_\_\_

Addendum #2, issue date \_\_\_\_\_

Addendum #3, issue date \_\_\_\_\_

Addendum #4, issue date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**MARYLAND PUBLIC LIBRARY  
2006 SURVEY QUESTIONS**

**EXHIBIT D**



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EXHIBIT D  
2006 SURVEY QUESTIONS

## QUESTIONNAIRE

### Screening

1. First of all, can I confirm that you are over 18 and live at this address

Yes (Continue with Interview)

2. In what county do you live?

### Quality of Life/Basic Service Delivery

3. Students are often given the grades of A, B, C, D, or Fail as a way to rate the quality of their work. Suppose the public schools themselves, in your community, were graded in the same way. What would you give the public schools in your community: A, B, C, D, or Fail?

4. Using that same A through F scale, how would you rate each of these other services of your local government? (Read and rotate/randomize A-F.)

- A. Social services, in other words helping those in need in the community
- B. Parks and recreation
- C. Police and public safety
- D. The efficiency of your local government
- E. Public libraries
- F. Roads and mass transit

*(If libraries, Q. 4E, rated "C" or lower):*

5. You rated public libraries a (C/D/F). Why do you say that?

*(Open-ended. Capture only first, top-of-mind response.) (See verbatim responses for*

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*detail.)*

**Value of Public Services**

*(All, split sample):*

*(10 metropolitan jurisdictions):*

6. If you were moving into a new neighborhood, which of these would you most want to have on your own street?

*(14 non-metro jurisdictions):*

6. If you were moving into a new community, which of these would you most want to have on your own street or road?

*(All; rotate/randomize):* [A job training center, a park, a police station, an elementary school, (or) a public library]? *(If all/more than one):* Well, if you had to choose just one, which would you most want?

7. And what would be your second choice? *(Read and rotate/randomize remaining choices):* [A job training center, a park, a police station, an elementary school, (or) a public library]?

**Impressions of Local Public Libraries**

8. *(Question not asked.)*

*(All):*

9. Turning now to public libraries specifically, are you more likely to think of your local public library as *(rotate)*: [an essential service like a school, (or more of) a cultural amenity like an art gallery]?

10. Can you name two services that your local public library performs?  
*(Open-ended; accept up to two from pre-coded list.)*

11. When you think about your local public library, would you say it does a good job of could do a better job at each of these? *(Read and rotate/randomize A-D):*

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- A. Having the information and materials you want or need
- B. Being open when you want to visit
- C. Having a branch close enough to your home or work
- D. Providing knowledgeable staff who are courteous and efficient

12. I would like to read you that list again, and for each one please tell me if it is very important, somewhat important, or not very important to you. (*Read and rotate/randomize A-D*):

- A. Having the information and materials you want or need
- B. Being open when you want to visit
- C. Having a branch close enough to your home or work
- D. Providing knowledgeable staff who are courteous and efficient

**Economic Development**

13. Do you think that having a public library located very close to you own home would (*rotate*): [increase (or) decrease] property values, or would it make no difference?

(*Split sample*):  
(*10 metropolitan jurisdictions*):

14. Do you agree or disagree with this idea? If a public library moved into a neighborhood, it would help attract good businesses to the area.

(*14 non-metro jurisdictions*):

14. Do you agree or disagree with this idea? If a public library moved into a community, it would help attract good businesses to the area.

(*All*):

15. And do you agree or disagree with this idea? Public libraries improve a community by helping people learn new skills so they can get better jobs.

15A. Do you agree or disagree? Public libraries help people learn new things no matter what their age.

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**Library Funding**

16. Generally, do you think public libraries are a good investment of your tax dollars, or do you think those taxes would be better spent in other ways?
17. *(Question not asked)*
18. If you knew that public libraries throughout Maryland typically receive less than 1 percent of a county's budget, would you think this was enough, or would you think more money should be invested in public libraries?
19. If you knew that public libraries in Maryland typically receive less than four tenths of one percent of the state's budget, would you think this was enough, or would you think more money should be invested in public libraries?

**Public Library Usage**

20. When was the last time that someone in your household visited a local public library in-person? Was it within the last week, the last couple months, last year, or longer ago than that?
- (If visited in last year):*
21. Do you often include other errands on your trips to the public library, or not?
- (All):*
22. Has anyone in your household ever accessed your local public library's resources on-line?
23. If you were to guess, about how many times in the past 12 months has anyone in your household used the local public library system, either in-person or on-line?
- (If not sure):* Well, just give me your best guess.
24. Have you ever heard of the Library for the Blind and Physically Handicapped, which is located in Baltimore?
25. Have you ever heard of a public library service called "Ask us Now?"

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*(If yes):*

26. Have you ever used Ask us Now?

**Demographics**

*(All)*

Finally, I have just a few question for statistical purposes only.

27. What is the last grate of school that you completed?

28. *(Question not asked)*

*(All)*

29. Last year, did you vote in both the primary and general election for governor, just the November general election, or didn't you get a chance to vote at all last year?

*(All)*

30. Do you have any pre-school or school-aged children living at home?

31. *(Question not asked)*

32. Do you have access to the Internet at home?

33. What is your age? *(Pause briefly for volunteered answer before reading categories.)* Is it less than 25, 25 to 34, 35 to 44, 45 to 54, 55 to 64, or 65 or over?

34. What is your race or ethnic background? *(Read and rotate/randomize):* [White, African-American, Hispanic, Asian, mixed race], or some other?

35. *(Question not asked)*

*(Not asked):*

36. Gender *(by observation)*

*(Confirm name for verification purposes)*

That completes our survey. Thank you for your time. Goodbye.

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