



Board of Library Trustees Meeting
Tuesday, March 5, 2024 at 7:00 PM
Raya Stern Trustees Room - Watertown Free Public
Library
123 Main Street, Watertown, Massachusetts 02472

Agenda

1. Call to Order
2. Secretary's Report
 - A. February 6, 2024 Meeting Minutes
3. Public Forum
4. Red Leaf Cafe Update
5. Financial Report
 - A. FY24 Budget
 - B. Burke Fund Report
 - C. HATCH Financials
6. Chair's Report
7. Director's Report
 - A. General Updates
8. Old Business
 - A. Cafe RFP Finalization
9. New Business
10. Requests for Information and Responses
11. Date of next meeting
12. Executive Session
 - A. Enter into Executive Session Pursuant to G.L. c. 30A, Sec. 21(A)(3), To Discuss Strategy with Respect to Collective Bargaining with the Library Union, as an Open Meeting May Have a Detrimental Effect on the City's Bargaining Position. Not to return to open session.
13. Adjournment

FY24 YEAR TO DATE BUDGET REPORT

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0161051	510111	FULL TIME SALARIES	1,764,122	5,904	1,770,026	1,041,628.39	0.00	728,398	58.80
0161051	510112	PART TIME SALARIES	695,745	0	695,745	391,399.85	0.00	304,345	56.30
0161051	510130	OVERTIME	30,000	0	30,000	22,643.75	0.00	7,356	75.50
0161051	510141	SHIFT DIFFERENTIAL	4,959	0	4,959	3,040.00	0.00	1,919	61.30
0161051	510143	LONGEVITY	29,927	0	29,927	13,946.89	0.00	15,980	46.60
0161051	510190	CLOTHING ALLOWANCE	2,925	0	2,925	2,925.00	0.00	0	100.00
0161051		Total 0161051 LIBRARY - PERS. SVCS.	2,527,678	5,904	2,533,582	1,475,583.88	0.00	1,057,998	58.20
0161052	520211	ELECTRICITY	152,334	0	152,334	58,476.59	0.00	93,857	38.40
0161052	520213	GAS	41,557	4,738	46,295	9,883.19	1,623.92	34,788	24.90
0161052	520240	OFFICE EQUIPMENT MAINTENANCE	19,379	283	19,662	9,712.19	1,862.51	8,088	58.90
0161052	520241	BUILDING MAINTENANCE	44,451	0	44,451	34,829.13	9,621.87	0	100.00
0161052	520244	COMPUTER MAINTENANCE	95,037	5,357	100,394	47,982.56	28,283.65	24,128	76.00
0161052	530327	REGIONAL LIBRARY SERVICES	88,105	0	88,105	88,105.00	0.00	0	100.00
0161052	530342	COMMUNICATIONS - POSTAGE	1,740	0	1,740	1,740.00	0.00	0	100.00
0161052	530383	PROGRAM SERVICES	9,000	0	9,000	3,635.81	1,431.57	3,933	56.30
0161052	540421	OFFICE SUPPLIES	12,000	0	12,000	8,101.71	3,275.77	623	94.80
0161052	540422	PRINTING & FORMS	8,000	0	8,000	6,432.00	1,279.00	289	96.40
0161052	540425	PROGRAM SUPPLIES	1,000	0	1,000	859.67	0.00	140	86.00
0161052	540430	BUILDING MAINTENANCE SUP.	17,860	454	18,314	17,686.05	624.89	3	100.00
0161052	550511	BOOKS	485,000	1,390	486,390	290,900.00	98,917.03	96,573	80.10
0161052	550512	BOOK PROCESSING	48,500	700	49,200	21,123.47	13,343.13	14,733	70.10
0161052	570710	IN STATE TRAVEL	500	0	500	0.00	0.00	500	0.00
0161052	570730	DUES & SUBSCRIPTIONS	1,300	0	1,300	247.00	750.00	303	76.70
0161052	570735	PROJECT LITERACY/TOWN	10,800	0	10,800	3,875.53	970.20	5,954	44.90
0161052	570785	COMMITTEE EXPENSES	2,600	0	2,600	2,266.00	334.00	0	100.00
0161052	570787	STAFF DEVELOPMENT	10,000	0	10,000	3,602.77	146.00	6,251	37.50
0161052		Total 0161052 LIBRARY - EXPENSES	1,049,163	12,923	1,062,086	609,458.67	162,463.54	290,163	72.70
0161058	580840	BUILDING RENOVATIONS	81,000	33,125	114,125	39,171.54	14,953.90	60,000	47.40
0161058	580870	REPLACEMENT OF EQUIPMENT	20,000	0	20,000	7,208.99	0.00	12,791	36.00
0161058		Total 0161058 LIBRARY - CAPITAL	101,000	33,125	134,125	46,380.53	14,953.90	72,791	45.70
		Grand Total	3,677,841	51,952	3,729,793	2,131,423.08	177,417.44	1,420,952	61.90

FY24 Funds and Grants

Fund or Grant	7/1/2022	Available to spend balance as of 7/2/2022	Deposits YTD	Expended YTD	Current available balance	Notes
Book Funds						
Pratt (includes Pratt Stock)	143,338.46	12,310.90	3,579.23	-	12,310.90	80% of int on periodicals
Whitney	2,698.84	2,698.84	80.17	17.70	2,761.31	
Mead	6,088.42	3,088.42	162.77	-	3,251.19	
Charles	2,687.80	2,487.80	67.69	-	2,555.49	Armenian History books
Barry	3,453.73	3,453.73	96.05	-	3,549.78	
McGuire	3,182.24	2,182.24	105.35	-	2,287.59	
W. Pierce	24,232.83	4,232.83	634.58	-	4,867.41	
MacDonald	9,381.92	4,381.92	258.91	25.41	4,615.42	Grief related books
O'Reilly	10,564.10	10,064.10	266.03	-	10,330.13	Fiction
Stone	3,767.54	3,767.54	94.88	-	3,862.42	
Campbell	5,510.90	4,510.90	138.77	-	4,649.67	Large print books
Santoro	2,320.84	720.84	58.43	-	779.27	Art
Brown	2,619.42	1,619.42	67.37	-	1,686.79	Sci-fi books
Keith	4,198.24	3,198.24	105.72	-	3,303.96	Wat history books
Drucker	3,020.84	3,020.84	76.07	-	3,096.91	Humanities books
Special Gifts	46,255.79	46,255.79	9,361.16	2,630.89	52,986.06	Unrestricted
- Cohen Fund	8,412.00	8,412.00	-	129.67	8,282.33	Cookbook and Mysteries
- Makerspace Fund	5,029.51	5,029.51	-	2,271.50	2,758.01	Makerspace expenses
- Bookmobile Fund	10,781.86	10,781.86	-	1,370.30	9,411.56	Bookmobile expenses
- Gallant Fund	20,030.85	20,030.85	-	-	20,030.85	Children's dept
Other Funds & Grants						
Kaveny	37,649.78	9,278.29	948.07	-	10,226.36	Benefit of the library
Masters	4,188.77	1,481.77	105.47	-	1,587.24	Trustees discretion
B. Pierce	1,404.90	1,404.90	31.12	769.73	666.29	Trustees discretion
LIG/MEG	346,909.74	346,909.74	51,750.81	1,800.00	396,860.55	
Revolving Printing Account	2,663.62	2,663.62	9,358.65	9,983.21	2,039.06	
Friends of Project Literacy Fundraising	39,634.30	39,634.30	16,373.79	1,978.37	54,029.72	
McCall Gift Fund	47,998.71	47,998.71	-	985.19	47,013.52	For children's dept only

GRIFFIN FUND REPORT

MONTH ENDING	BEG BAL	ADDED	WITHDRAWN	INTEREST / DIVIDENDS	INVESTMENT MKT VAL ADJ	VERIZON DIVIDENDS	VERIZON STOCK MKT VAL ADJ	END BAL	CASH HELD FOR INV	CASH AVAILABLE FOR SPENDING	INV	
FY20 BAL FWD	169,445.12							\$ 169,445.12	\$ -	\$ 55,478.30	\$ 113,956.82	-
31-Jul	169,445.12			52.51	136.28		(10,060.85)	\$ 159,573.06	\$ -	\$ 55,667.09	\$ 146,177.42	-
31-Aug	159,573.06			185.77	(17.83)		(20,121.70)	\$ 139,619.30	\$ -	\$ 55,835.03	\$ 146,177.42	-
30-Sep	139,619.30			149.83	3,216.44	-		\$ 142,985.57	\$ -	\$ 59,201.30	\$ 146,177.42	-
31-Oct	142,985.57			49.53	(531.42)		8,799.20	\$ 151,302.88	\$ -	\$ 58,719.41	\$ 146,177.42	
30-Nov	151,302.88			148.57	1,364.78		10,352.00	\$ 163,168.23	\$ -	\$ 60,232.76	\$ 146,177.42	
31-Dec	163,168.23			119.47	1,075.14		(2,038.05)	\$ 162,324.79	\$ -	\$ 61,427.37	\$ 146,177.42	
31-Jan	162,324.79			47.04	(100.43)		15,042.75	\$ 177,314.15	\$ -	\$ 61,373.98	\$ 146,177.42	
28-Feb								\$ -	\$ -	\$ 61,373.98	\$ 146,177.42	
31-Mar								\$ -	\$ -	\$ 61,373.98	\$ 146,177.42	
30-Apr								\$ -	\$ -	\$ 61,373.98	\$ 146,177.42	
31-May								\$ -	\$ -	\$ 61,373.98	\$ 146,177.42	
30-Jun								\$ -	\$ -	\$ 61,373.98	\$ 146,177.42	
FY23 TOTAL		-	-	31.32	668.46	-	(14,751.60)	\$ 189,722.84	\$ -	43,545.42	\$ 146,177.42	-

FUNDS USED TO PURCHASE ADDITIONAL SHARES

Burke			
	Allocated	Expenditures	Available
Teen Materials	\$ 3,112.00	\$ (3,072.21)	\$ 39.79
Teen Programming	\$ 3,275.00	\$ (3,275.66)	\$ (0.66)
Children's Materials	\$ 1,556.00	\$ (1,297.40)	\$ 258.60
Children's Programming	\$ 10,188.00	\$ (8,970.41)	\$ 1,217.59
Adult Materials	\$ 1,556.00	\$ (862.41)	\$ 693.59
Adult Programming	\$ 4,730.00	\$ (4,426.33)	\$ 303.67
Museums	\$ 5,000.00	\$ (4,150.00)	\$ 850.00
Movie Licenses	\$ 1,700.80	\$ (338.32)	\$ 1,362.48
Total	\$ 31,117.80	\$ (26,392.74)	\$ 4,725.06

FY24 HATCH Summary

	July 1 Allocation	Adjustments (new funds added)	Encumbrances	Expenditures	Available funds
Special Gifts	\$ -	\$ -	\$ -	\$ -	\$ -
LIG/MEG	\$ -	\$ -	\$ -	\$ -	\$ -
Building Committee	\$ 27.28	\$ -	\$ -	\$ -	\$ 27.28
Watertown Commuty Foundation Grant	\$ 5,029.51	\$ -	\$ 560.00	\$ (2,351.50)	\$ 2,118.01
City Budget: Equip. Maint.	\$ 14,680.00	\$ -	\$ 1,335.93	\$ (7,773.82)	\$ 5,570.25
Burke	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 19,736.79	\$ -	\$ 1,895.93	\$ (10,125.32)	\$ 7,715.54



TO: Library Trustees
FROM: Kim Hewitt, Library Director
DATE: March 2024
RE: Director's Report

General Highlights

- One Book, One Watertown has officially begun. We're looking forward to our evening with Celeste Ng on March 21. The event "sold" out within 15 minutes of opening registration.
- Our mobile art installation celebrating *Our Missing Hearts* is up! It was installed over the main stairway on 2/18 and it looks incredible! The creation of the birds and hearts were a collaborative effort between all of the library departments, our patrons, HATCH, and Liz Helfer. We also had participation from the high school community service club (20 teens made 35 birds), and in total approximately 100 birds were made by teens!
- Watertown Library is hosting a Legislative Breakfast on March 22 at 8:30AM. Senator Brownsberger will attend, and we will have a few short speakers telling us what the library means to them. Light refreshments will be available.
- Kelly Deneen completed a major weeding of anime collection in the teen room.
- February vacation week saw a lot of youngsters in the library! We had some great programs and everyone had fun!
- We're trying out a department-wide login for all of our circulation desk and office terminals. So far, this has helped circulation avoid some printer issues they were encountering with everyone's individual logins, and streamlined service at the circulation desk during shift changes.
- Kirsten is working on a reorganization of materials in the bookmobile to better reflect the flow of patrons when they enter the van.
- PocketTalks were successfully rolled out at the circulation desk.

City/Community Meetings and Collaboration

- Kim met with City Manager George Proakis and the finance team to review the library's budget request for FY25.
- Kim, Kirsten, and Jamie met with the team at Commander's Mansion to discuss how we can contribute to their Pride event plans.
- Collaborating with Wayside Youth to create a workshop series on parent/teen communication.
- Kim met with Carey and Kelly to talk about expectations and plans in the Teen room.
- Kirsten and Kim attended a panel discussion about food security in Watertown.
- Kim met with Maja to give her a tour of the library. If any Trustees would like to have a tour and chat, please contact Kim anytime to schedule it.
- Kim and Jamie met with representatives from a company that is working with the MBTA to put screens with real-time transit info into libraries. We are hoping to pursue this in the next few months.
- Kim met with a manager from Bar'cino to discuss partnership opportunities.
- Kim met with Michelle Eberle from the Massachusetts Library System to discuss their

trainings and resources, and see if there are any needs they can help meet.

- Matt and Kim attended a virtual demo for a collection development product that the network is considering, LibraryIQ
- Kim attended the Watertown Cares meeting to understand what is going on in the community and how they will be using their ARPA funds to meet community needs.
- Kim, Kirsten, Alex, Janet, and Jacky attended a training to be more prepared when encountering life threatening emergencies.
- Kirsten has been working with school contacts to coordinate afterschool visits for Hosmer School (elementary) and lunchtime High School visits to begin in March.
- Kim attended the monthly city department head meeting.
- Kim attended the Watertown Square Planning meeting.

Program Highlights

- Teen held a Clothing Swap and had 31 attendees!
- The Sunday Winter Concert Series has been popular. There were over 150 people for the Harp concert - standing room only.
- We had 100 people attend the gallery opening reception.
- 74 people attended our Movie Monday screening of *The Holdovers*!
- Kirsten had twelve bookmobile visits! (And one cancelled for the snowstorm that wasn't.)
- Amelia has reported an increase in daily attendance at Hatch. This month they saw their highest attendance in a day since pre-pandemic (43 attendees- on a Sunday!). Thank you to all the Hatch volunteers for keeping everything running smoothly during that rush!

Project Literacy

- 1:1 Tutoring with the Cambridge School of Weston is underway. We are able to address specific needs for our learners with this program. The first two weeks of training went well. Anne Benequist trained on citizenship, Erin trained on general English and Janet trained on test prep. The feedback from tutors and learners has been very positive.
- Janet reports that we are nearly at capacity in all of our academic classes. This is accomplishment because they've been able to get the intakes done to fill any spots before closing enrollment for the year (open enrollment ends in March for our academic classes because they finish in May).
- Janet has been meeting with Erin to write out some Project Literacy policies which will eventually be brought to the Trustees when ready.
- Janet met with Bryan from First Literacy, a Massachusetts based language program focused on professional development workshops, program grants, and scholarships. They are willing to conduct training at the library for our Project Literacy teachers and volunteers. This is going to provide a great opportunity for our team of educators!

Facilities/IT

- The Building Department replaced more lights, and are nearly done on the 2nd floor.
- Kim met with IT and Signet to discuss badging the staff door.
- A pump connected to the local history room dehumidifier failed and leaked in a circulation closet (luckily not IN the local history room). Buildings is working on replacement.
- The HDMI connections in the Savings Bank room and Mastrangelo Room are being worked on as we are unable to use the projectors normally at the moment.

Personnel

- Maureen Liberatore retired on March 1 after 10 years of service.

**City of Watertown
Purchasing Department**

REQUEST FOR PROPOSALS:

**CAFÉ
for**

WATERTOWN FREE PUBLIC LIBRARY

MAY 2024

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

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Section I Introduction

The Watertown Free Public Library seeks proposals for providing food service in the Library Café with a basic menu of high quality beverages, snacks and food offerings through courteous and professional service to library patrons and outside clientele.

About the Library:

Located in Watertown Square, the Library is surrounded by city government offices, local businesses and residences. Current Café clientele includes Library patrons and area business staff and residents.

Current traffic into the Library is estimated at 305,000 annually.

The Library facilities and programs include:

One large meeting room (200 person capacity), two smaller meeting rooms, and three group study rooms. The Library is a bustling location as shown by our 2023 statistics:

Adult Programs: 407 programs with a total of 5,973 attendees

Children's Room: 359 programs with a total of 15,720 attendees

Young Adult Room: 125 programs with a total of 1,106 attendees

General Audience Programs: 128 programs with a total of 634 attendees

Study Room: 4,944 reservations

Project Literacy: An English Language Learning program that serves over 1,000 students annually and employs 11 teachers and 250 volunteers.

Computer area with 14 workstations and 33 laptops for use within the building.

The Library hours, which are subject to change, are currently:

Monday – Thursday, 9:00 a.m. – 9:00 p.m.

Friday, 9:00 a.m. – 7:00 p.m.

Saturday, 9:00 a.m. – 5:00 p.m.

Sunday, 1:00 p.m. – 5:00 p.m.

See Appendix A for the Library Code of Conduct.

About the Café:

The café is located on the first floor directly off the main corridor near the front entrance and adjacent to the Circulation Desk, Children's and Teen's Rooms. The dimensions are 36' X 20'. There is also a storage room with dimensions 10' X 12'. The floor is VCT tiles. The Library provides eight tables and 16 chairs. A counter, prep sink, and hand sink are provided by the Library, as well as a triple sink in the storage area. A grease trap, as required by the Health Department is also provided. The proposer will be responsible for installation of any refrigeration or other equipment. The proposer will be responsible for any maintenance, plumbing work, or repair to proposer-owned equipment and sinks.

Consumption of beverages in covered containers is allowed in the Library. Food consumption is allowed in the café area, staff room and all meeting rooms during select events. See Appendix B for the Library policy on Food and Drink.

Section II Proposal Submission Requirements

Three (3) copies of the proposal must be submitted to the Purchasing Department 149 Main Street, Watertown, MA 02472 **no later than 2:00 pm, May 31, 2024**. Proposals must be in sealed envelopes, plainly marked **Watertown Free Public Library Café**. There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be provided to the committee selected to evaluate them. THE ENCLOSED NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED ALONG WITH PROPOSALS.

As required by M.G.L., c.30B, s.6 each copy of the proposal must contain (2) original sealed envelopes, one marked **“Watertown Free Public Library Café - Price Proposal”** and one marked **“Watertown Free Public Library Café - Technical Proposal”**. The Technical Proposal shall not include any price information.

PRICE PROPOSAL

The price proposal will include a provision for rent paid to the City of Watertown. An advantageous proposal provides for a rent of \$100 per month or 5% of gross profits, whichever is greater.

TECHNICAL PROPOSAL

The technical proposal must include:

1. **Proposed Menu.** The proposed menu will, at a minimum, include offerings in each of the following categories and include prices and portion sizes:
 - Coffee and tea drinks
 - Dessert and snack items, including at least one healthy snack option
 - Other beverages such as bottled water, juices, and soft drinks in bottles or cans.
2. **Experience and Qualifications.** A description of the qualifications and food service experience of the proposer.
3. **Proposed Equipment, Packaging, and Utensils.** Information on any proposed equipment, food packaging, and utensils. The City of Watertown strongly encourages the use and purchase of recycled products.
4. **Proposed Business Operations Plan.** The proposer’s plan for operation of the Café. Areas covered by the plan should include **at a minimum**, the following:
 - Hours of Operation.
 - Proposed plan of operation for staffing, methods of displaying and serving food.
 - Proposed signage and marketing plan.
5. **References.** Each proposal should include a minimum of three (3) business references.

Section III Minimum Criteria

All proposals must meet the following minimum criteria in order to be considered for further evaluation:

- a. **Experience.** The proposer must have at least three (3) years of experience in the food service industry.
- b. **Standard Menu.** The proposed standard menu must include items from each of these categories: Beverages, Dessert and Snack Items.
- c. **Staffing Requirements.** The proposed business operations plan must indicate trained and competent staff during all operating hours of the café. All café personnel are subject to the Library's Code of Conduct and will be required to behave in a professional and courteous manner at all times.
- d. **Menu Display.** A menu will be displayed for patrons to see the current pricing for all items. Café personnel will be trained and familiar with the pricing.

Section IV Comparative Evaluation Criteria

Proposals which meet the minimum criteria will be evaluated based on the following comparative criteria:

1. Experience and Qualifications: Number of years proposer has in the food service industry.

Highly Advantageous: *More than 5 years*
Advantageous: *3-5 years*

2. Standard Menu Variety

Highly Advantageous: *includes additional menu items including lunch items such as sandwiches, a free trade coffee option, gluten-free and vegan options*
Advantageous: *includes items from all of the identified menu categories*

3. Staffing Requirements

Highly Advantageous: *Provisions for additional Café staffing during busy periods and as back-up café coverage*
Advantageous: *Café staff on site during all café hours*

4. Proposed Business Plan

A. Hours of operation:

Highly Advantageous: *Provide 8 hours of operation Monday – Saturday and 4 hours on Sunday.*
Advantageous: *Provide a shorter operating schedule but include hours each day the library is open, including Saturdays and Sundays. See Appendix D for Library hours.*

5. Interview: Proposers whose submittals meet the minimum criteria will be invited to attend a personal interview with the Evaluation Committee. The purpose of the interview will be to allow the Proposer to verbally present his/her plan for the successful operation of the café and to respond to questions from the committee.

Highly Advantageous: *Proposers who present a cogent and creative plan for the café and who demonstrate a clear and realistic understanding of its successful operation based on documentable past experience.*
Advantageous: *Proposers who present a plan that is cogent and demonstrate an understanding of a successful operation.*

Section V Award of Contract

The contract will be awarded to the proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration all of the listed comparative criteria. The City of Watertown reserves the right, in the best interests of the City, to reject any and all proposals.

Section VI Scope of Work and Contract Requirements

1. General

- A. The successful proposer ("Operator" hereafter) will provide café clientele with a basic menu of high quality beverages, lunch items, desserts, and snacks during consistently maintained and publicized hours of operation.
- B. It shall be the responsibility of the Operator to establish, review and control the pricing and portion sizes of all items available for sale in the café with final review and approval by the Library Board of Trustees.
- C. The term of the agreement resulting from this RFP will be one (1) year from the date of contract execution, renewable for two (2) years subject to discretion of the City to complete the three (3) year term. The City (acting through the Library Board of Trustees) may terminate this Agreement at any time upon thirty (30) days written notice for any reason including its own convenience or for cause, including but not limited to, failure to pay monthly rent, failure to have any necessary local, state, or federal licenses and/or permits, failure to pay any and all taxes, failure to maintain required worker's compensation insurance in force at all times, failure to comply with any local, state, or federal regulations pertaining to food establishments of this type, failure to promptly correct any use of the premises that conflicts with the City use, and failure for satisfactory behavior of all staff/management. In the case of a termination for cause, the City shall give the Operator a written notice of termination stating the basis of the termination, effective thirty (30) days after the Operator's receipt of such notice. The Operator shall have the right to cure the cause of termination within ten (10) days of receipt of the notice.
- D. Before beginning operations, the Operator will be expected to provide certificates of insurance naming the City as an additional insured reflecting the existence of at least \$1,000,000 of General Comprehensive Liability Insurance and insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 52, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Operator shall indemnify the Library from any theft, damage, or loss of property.
- E. The Operator will obtain at its own expense all local, state, or federal licenses and/or approvals throughout the time it uses the premises pursuant to this RFP. The Operator will comply with all local, state and federal laws, regulations and ordinances in operating the café.
- F. The Operator must complete the Health Department Food Plan Review process. This consists of completing a Food Plan Review application (see Appendix E). In addition to

other requirements, the application submittals consist of a detailed floor plan, specification sheets for all food storage and preparation equipment, an approved menu, and a plan review application fee of \$100.

- G. To operate the establishment, a Food Establishment Permit must be obtained through the Watertown Health Department. Submission of the Food Establishment Permit Application and additional documentation of proof of Certified Food Manager certificate(s), MDPH approved allergen awareness certificate, Certificate of Insurance, Worker's Compensation Affidavit, Proof of Pest Control, proof of a Trash and Refuse service must be provided by the Operator. Additionally, a fee- which is based on the size and operations of the establishment- is required to be paid by the Operator.
- H. The Operator will, on a monthly basis, provide the Library Board of Trustees a detailed statement of all revenue and operating expenses relating to café operations. Annually, the Operator shall document its payment of all applicable taxes and compliance with all federal, state, or local tax laws and provide this to the Library Board of Trustees. Annually at minimum, and as may be otherwise requested by the City, the Operator shall provide evidence of Worker's Compensation and General Liability insurance as required in paragraph D above.
- I. The Operator shall pay rent monthly. Rent calculation will be based on the first of each month to the last day. In the case that the first month of operation is not a full month, rent will be based on sales from the first open day to the end of that month. The Operator is to make rent payment within fifteen (15) days of the last day of the preceding month. If the Operator is delinquent for 15 days or longer in paying rent, the Operator shall pay a \$25 late fee (subject to change), accrued monthly until the payment is made in full.
- J. The Operator will be required to submit to a CORI, which is to be completed prior to the signing of a contract. This cost will be paid by the City. Employees hired by the Operator to help run the café will also be subject to a CORI before their shift begins. The Operator is responsible for this cost.

2. Facilities and Equipment

- A. The City authorizes the Operator to use the café space for the sole purpose of operating a café in accordance with this RFP. The following equipment is installed in the café and will be available for use by the Operator:
 - a. Triple sink
 - b. Food preparation sink
 - c. Hand washing sink
 - d. Slop sink (in custodial closet on same floor of library)
 - e. Grease trap
 - f. Built-in counter
 - g. 8 café tables
 - h. 16 chairs
- B. The Operator shall be responsible for providing any additional equipment which it deems necessary by reason of its operation of the café. All such additional equipment to be delivered to or installed in the café must be approved in advance by the Library Board of Trustees or their designee. Any equipment, fixture, or appurtenance the installation of which

requires a permanent alteration to the building structure shall become the property of the Library upon termination of the agreement. The Library may, at its discretion, allow the Operator to remove equipment, fixtures, or appurtenances if the Operator at its own expense and to the Library's satisfaction restores the building structure to its condition prior to installation.

- C. All kitchen mechanical equipment to be installed at the Operator's expense, including but not limited to soft drink display cases, dessert, dairy, and other assorted refrigerated cases, shall be serviced at the Operator's expense at least semi-annually to ensure proper operation. Service to heating and cooling equipment must include compressors, coils, and related mechanical components. It shall be the Operator's responsibility to ensure that all display cases are moved and the compressors, coils, interior, and exterior of machines and equipment are washed and cleaned of dirt, dust grease, and debris including behind and beneath the units. Upon termination of the contract, the Operator will remove any non-permanent equipment installed at his/her expense, unless other arrangements are made between the Operator and the City.
- D. The City will not guarantee the uninterrupted provision of electric, gas or other utilities or services except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. The City shall not be liable for any losses incurred by the Operator which may result from interruptions or failure of such service.
- E. The Operator will be responsible for plumbing maintenance and costs related to grease traps and sinks within the café.
- F. The Operator will not perform any spatial modifications to the café. The Library will in good faith, but without obligation, consider modifications to the facility which the Operator desires to enhance serviceability. All such modifications will be performed by the Library's own contractors. In no instance shall failure by the Library to perform a requested modification relieve the Operator from fully performing its obligations under this contract.
- G. The Operator shall provide all required equipment, furnishings, appliances, dishware, flatware, paper goods and other utensils required for the serving and consumption of the menu items. Commercial quality paper/plasticware for customer use will be acceptable.

3. Access To and Use of Space

- A. For purposes of food preparation, cleaning, etc., or for any of the purposes identified in Section F below, the Operator will be allowed access to the café between the hours of 7AM and 11PM each weekday, 8:30AM to 5:30PM on Saturday, and 12PM to 6PM on Sundays. The Operator will have no right to use the premises except during those hours described above except as specifically permitted by the Library Board of Trustees or their designee, which permission shall not be unreasonably withheld. The café operation shall not interfere with the normal operations of the Library.
- B. The seating area of the café shall be available to the public and library staff during all Library hours regardless of whether they have purchased food or beverages from the café.
- C. The café does not have doors to the public hallway that can be locked. There must always be access through the café for library staff to access the staff room off of the café. If the café is not open all of the hours that the library is open, the Operator is responsible for

security of his/her equipment during those hours the café is not open for business.

- D. The Library or individuals as permitted by the Library may use the café seating space at times when the café is not operating, provided that such use shall not be inconsistent with the Operator's use and the Library notifies the Operator of such intended use in advance.
- E. Noise will be controlled within the café so that it cannot be heard in other parts of the library. Library staff will not be responsible for helping in this effort nor will they be expected to monitor behavior in the café. The Operator maintains sole responsibility for enforcing behavior policies. If a patron's behavior leads to a ban from the café, the patron cannot be sent to another part of the library. They must be banned from the premises. Library administration must be informed of these bans on the day that they happen.

4. Cleaning and Sanitation Requirements

- A. The Operator shall maintain all areas of the café space in a clean and sanitary manner in accordance with the highest industry standards. The Operator shall train all employees in a "clean-as-you-go" policy. The café will be subject to regular inspection by City of Watertown Health Department Officials.
- B. Continually through the day the Operator shall keep clean the VCT tile floor, counter, tables and chairs. The VCT floor will be washed and waxed on a regular basis by the library cleaning staff.
- C. Café patrons shall be expected to bus their trays, plates, cups, and other debris to designated receptacles and locations. The Operator shall be responsible to monitor the café seating area during service hours to ensure it is maintained in a clean condition, with trash and debris removed from tables, trash receptacles emptied, and tables and chairs wiped down as needed. The Operator may deposit trash in the City Hall dumpster.
- D. The Operator shall encourage the recycling of plastic, glass, and aluminum beverage containers and shall provide separate receptacles for this purpose. The Operator is strongly encouraged to use recycled or compostable products.

5. Personnel Requirements

The Operator will be responsible to recruit, train, supervise, direct, discipline and, if necessary, discharge any and all personnel working in the café. Service should be timely, attentive, and friendly. Each employee should be clean, neat, and well groomed. Each floor of the library has public restrooms for café employee use.

6. Special Conditions

A bookstore operation is ongoing in the café space. The Operator will be responsible for collecting book sale money, accounting for those sales, and turning over the proceeds to the Library on a daily basis.

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix A
Library Hours of Operation**

The Library's hours for FY2025 will be as follows:

Monday through Thursday: 9:00 a.m. – 9:00 p.m.

Friday: 9:00 a.m. – 7:00 p.m.

Saturday: 9:00 a.m. – 5:00 p.m.

Sunday: 1:00pm – 5:00pm

Hours are subject to annual municipal budget and Trustee vote.

**City of Watertown
Request for Proposals
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**Appendix B
Library Code of Conduct**

Code of Conduct

Watertown Free Public Library provides a safe and comfortable environment conducive to the use and enjoyment of library materials, services, and facilities. The Library¹ is intended for the use of all members of the public. Patrons are expected to observe the rights of other patrons and staff members and to use the Library for its intended purposes.

Misconduct

Misconduct will not be allowed on any library property or at off-site library events in which library staff participate.

Definition: Misconduct may include, but is not limited to:

- Interfering with the rights of individuals to use the library materials, services and premises²
- Interfering with the ability of staff to conduct library business
- Threatening the secure and comfortable environment of the library or those using the library
- Willfully annoying, harassing,³ or threatening another person
- Endangering or potentially endangering the safety or health of others
- Engaging in disorderly, loud, or boisterous behavior in a manner not in keeping with the atmosphere of a library
- Using abusive or profane language
- Theft, vandalism, or the deliberate destruction of materials, property, or the personal property of patrons or staff members
- Maliciously accessing, altering, deleting, damaging, or destroying any computers, peripherals, computer system, network, computer program or data
- Impeding access to library resources, premises, or an area of the premises
- Entering the non-public or locked areas, unless accompanied by a staff member or through prior authorization from a staff member
- Using personal electronic devices without earphones or with earphones at an unreasonable volume
- Using cell phones at a volume that is disruptive to others
- Distributing or posting material without staff approval
- Soliciting of sales or selling to library patrons except at library-sponsored events
- Using tobacco or nicotine delivery products on library property or within 25 feet of the premises
- Bringing animals into the library, except those trained to assist individuals with disabilities or for library-sponsored events involving animals
- Eating food in the library with the exception of the café or approved meeting room events
- Bringing uncovered beverages into the library
- Using alcohol or recreational drugs on library property
- Using restroom facilities for activities other than their intended purpose
- Being without a shirt and/or shoes
- Conduct that otherwise violates municipal, state, or federal law or regulations

Consequences

Enforcement of these rules may take the form of any of the following actions, depending upon the severity of the misconduct, which will be determined by the staff on duty at the time.

Misconduct by persons under eighteen years of age is discussed by the remedies provided in the section regarding unattended children.

- Patrons who engage in misconduct will be given one warning and asked to behave in an appropriate manner. Patrons who do not modify their behavior after one warning may be asked to leave for the rest of the day.
- Patrons who engage in misconduct that in the judgment of a staff member is "extreme" may be ordered to leave the building immediately and may be requested not to return for the remainder of the day. "Extreme" misconduct may include activities that are harassing, threatening, dangerous or destructive to persons or property at the Library premises.
- If necessary, a staff member may call the police for assistance.
- Patrons who engage in misconduct may receive, by certified or registered mail or hand delivery, written notice from the Director of suspension or revocation of Library privileges, including prohibition against entering the Library or attending off-site library events for a period of one week to three years, depending on the nature of the misconduct, the extent of damage or disruption caused by policy infractions, and other relevant circumstances. Patrons may request a hearing before the Board of Library Trustees to appeal the notice within fourteen days of such notice and the notice shall include language advising the patron of the right to appeal. In addition to the appeal process described above, patrons who are suspended or have their library privileges revoked for a period longer than one year may, after the first year of their suspension, request a hearing before the Board of Library Trustees to reinstate their Library privileges. If the Board of Library Trustees is convinced that the patron has demonstrated their ability to comply with the Library Code of Conduct, the Board, in its sole discretion, may vote to reinstate the patron's Library privileges. Language advising the patron of their right to request reinstatement of Library privileges after one year of suspension shall be included in the notice from the Director of suspension.

Any unlawful actions committed in the library or on the library premises will immediately be reported to the Watertown Police Department.

1. The term "library" includes the library property at 123 Main Street, Hatch Makerspace, and the Bookmobile.
2. The term "premises" includes: the interior of all Library buildings and the exterior on the lot on which Library buildings are situated.
3. Harassment is defined as any action taken or situation created that would be reasonably deemed to produce psychological or physical discomfort, embarrassment, or humiliation for others. Harassment is characterized by requests for sexual contact, unwelcome physical advances, or conduct (verbal or physical) of a nature that is intimidating, demeaning, hostile, offensive, or potentially dangerous to self or others.

Approved by the Board of Library Trustees November 1, 2022

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix C
Library Policy on Food and Drink**

Beverages in covered containers are permitted throughout the library. They are not permitted under any circumstances in the local history room.

Food is limited to the Café and to approved events in the meeting rooms.

Approved by the Trustees March 7, 2006

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix D
NON COLLUSION AND STATE TAX STATUS FORM**

CERTIFICATE OF GOOD FAITH (NON-COLLUSION) and TAX COMPLIANCE

Pursuant of M.G.L. Ch. 62C, Sec. 49A, I certify under the pains and penalties of perjury that the contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

Name of Person Signing Bid (Please Print)

Signature of Person Signing Bid

Company

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix E
INSURANCE LIABILITY COVERAGE**

- A. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- B. The CONTRACTOR shall also maintain general liability insurance, including property damage, bodily injury or death and personal injury, in an amount of not less than \$1,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000. **The CITY shall be named as an additional insured on the general liability and automobile liability coverage.**
- C. Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix F
SAMPLE CITY AGREEMENT**

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

WITNESSETH:

Whereas, the City invited the submission of a proposal for _____
"the Project"; and

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

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

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

B. The acceptance by the Contractor of final payment for items and/or services provided shall be deemed a release of the City from any and all claims and liabilities under this

Agreement.

- C. Neither the City's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the City under the Agreement or any cause of action arising out of the performance of the Agreement.
5. Payment of Compensation. The City shall make payments as follows: Once monthly.
6. Liability of the City. The City's liability hereunder shall be to make all payments when they shall become due, and the City shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the City or any elected or appointed official or employee of the City, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the City for any purpose.
8. Indemnification. The Contractor shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or willful misconduct of the Contractor, or the Contractor's agents or employees.
9. Insurance.
A. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the City, as set out in the Invitation for Bids or Request for Proposals, or in Attachment A hereto. **(Consult with the City's insurer or insurance advisor as to appropriate types and levels of coverage given the nature of the contract work.)**
B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage's shall be provided to the City upon the execution of this Agreement, and at least ten (10) days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. Assignment. The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City.
11. Termination.
A. Termination for Cause. If at any time during the term of this Agreement the City determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the City, or by not complying with the

direction of the City or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the City shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the City harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the City may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the City for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the City.

B. Termination for Convenience. The City may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the City, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The City shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the City. Whenever requested, Contractor shall immediately furnish to the City full and complete written reports of its operation under this Agreement in such detail and with such information as the City may request.
13. Royalties and Patents: The Contractor shall pay all applicable royalties and license fees. In addition, the Contractor hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the City harmless from loss on account thereof.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other. Notwithstanding the approval of any assignment by the City pursuant to this paragraph, the Contractor shall remain liable for the full performance of the terms of this Contract.
15. Compliance with Laws. The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Contractor shall indemnify and hold the City harmless for and against any and all fines, penalties or monetary liabilities incurred by the City as a result of the failure of the Contractor to comply with the previous sentence.

16. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

I certify that an appropriation is available in the amount of this contract.

City of Watertown

City Auditor

By: _____
City Manager

Approved as to Form:

Contractor

City Attorney

By: _____

Name: _____
(Type or Print)

Title: _____