



## **Request for Proposals**

**For**

### **Consulting Services for a Strategic and Long-Range Plan for the Pickering Public Library**

Request for Proposals No.: RFP #18-01

Issued: January 30, 2018

Submission Deadline: February 28, 2018 at 12:00 pm (noon) local time

**Table of Contents**

---

**Part 1 – Invitation and Submission Instructions ..... 3**

1.1 Invitation to Proponents..... 3

1.2 Request for Proposals Contact..... 4

1.3 Type of Contract for Deliverables ..... 4

1.4 Request for Proposals Timetable ..... 4

1.5 Submission of Proposals ..... 5

**Part 2 – Evaluation and Negotiation ..... 6**

2.1 Stages of Evaluation and Negotiation..... 6

2.2 Stage I – Mandatory Submission Requirements..... 6

2.3 Stage II – Evaluation ..... 6

2.4 Stage III – Pricing ..... 6

2.5 Stage IV – Ranking and Contract Negotiations ..... 7

**Part 3 – Terms and Conditions for the Request for Proposals Process ..... 8**

3.1 General Information and Instructions..... 8

3.2 Communication after Issuance of Request for Proposals..... 9

3.3 Notification and Debriefing ..... 10

3.4 Conflict of Interest and Prohibited Conduct ..... 10

3.5 Confidential Information..... 11

3.6 Procurement Process Non-binding..... 12

3.7 Governing Law and Interpretation ..... 12

**Appendix A – Form of Agreement ..... 14**

**Appendix B – Submission Form ..... 15**

**Appendix C – Pricing Form ..... 18**

**Appendix D – Request for Proposals Particulars..... 19**

A. The Deliverables..... 19

B. Material Disclosures ..... 21

C. Mandatory Technical Requirements..... 22

D. Rated Criteria ..... 22

Standard Quotation Terms and Conditions..... 25

**Appendix E - Reference Form..... 34**

**Forms and Regulations ..... 35**

## Part 1 – Invitation and Submission Instructions

### 1.1 Invitation to Proponents

This Request for Proposals is an invitation by the Pickering Public Library (“Library”) to prospective proponents to submit proposals for the provision of Consulting Services for a Strategic and Long-Range Plan for the Pickering Public Library, as further described in the Request for Proposals Particulars (Appendix D) (the “Deliverables”).

The Pickering Public Library proposes to engage the services of a consultant to undertake a community public consultation process for the Pickering Public Library and to subsequently assist the Library in developing a strategic and long-range plan which will include a prioritized program of new and existing services as well as related plans which focus on building organizational capacity to implement the proposed programs.

It is anticipated that the public consultation process will identify a variety of perspectives about how current users and non-users view the Library, what services they value and what their library and learning-related needs are. This information will be used to develop a program of library services that will meet the evolving needs of residents and help guide the Library Board in developing a strategic and long-range plan that will meet future needs of residents. Included in the strategic and long-range plan will be a proposed plan for future service development that takes fully into account City of Pickering planning for City amenities.

The Pickering Public Library has three branches serving a City of approximately 94,000 which is predicated to increase to 130,000 by 2023 and to a population of 180,000 by 2031 with the development of the Seaton community. Any four-year plan must also keep long term growth and the changing demographics of the community top of mind. As of 2017, approximately 50% of the population have a personal PPL Library card and approximately 70% of the population use the Library. Per capita, Pickering Public Library is one of the most heavily used amongst Ontario libraries and it is well known for its innovations and focus on excellent customer service.

Like all public libraries, Pickering is undergoing a dramatic change in customer expectations with a major focus being the delivery of digital services to customers’ mobile devices and other platforms. At the same time, the role of programming and the library as “public place” is increasing in importance and requires rethinking and redesign of the Library’s physical spaces as well as a redesign of the public services required to support the changing nature of the public space.

An up-to-date understanding of the community and its needs and preferences for library service is essential. This will assist the Library Board in identifying what services are most in demand, the best way of delivering services, and what impact these services will have on building requirements. In addition, it is essential that this strategic plan use the best predictive methods available to anticipate the needs of the next generation of Pickering residents.

The Pickering Public Library regularly undergoes a four-year planning cycle. The Library's last four-year plan involved significant community consultation and a thorough examination of priorities. The plan helped to move the Library forward in its evolution towards a community-led organization that meets the learning needs of the 21<sup>st</sup> century. While this plan was transformative, it lacked many elements such as related marketing and financial plans which would have eased its execution.

The Library's next plan will cover 2019 to 2022, a period of momentous change in which three new Library facilities are planned for the community. A clear strategic plan is essential in directing the Library's continued evolution and providing guidance for these major changes as well as identifying long-term themes and objectives for the Library.

### 1.2 Request for Proposals Contact

For the purposes of this procurement process, the "Request for Proposals Contact" will be:

**Elaine Bird**  
**Director of Support Services,**  
**Pickering Public Library**  
[elaineb@picnet.org](mailto:elaineb@picnet.org)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Library, other than the Request for Proposals Contact, concerning matters regarding this Request for Proposals. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

### 1.3 Type of Contract for Deliverables

The selected proponent may be requested to enter into direct contract negotiations to finalize an agreement with the Library for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Library and the selected proponent. It is the Library's intention to enter into an agreement with only one (1) legal entity.

### 1.4 Request for Proposals Timetable

Issue Date of Request for Proposals	January 30, 2018
Deadline for Questions	February 21, 2018 at 4 pm local time
Deadline for Issuing Addenda	February 23, 2018
Submission Deadline	February 28, 2018 at 12 pm (noon) local time
Rectification Period	Within 5 business days of written notification by the Library
Anticipated Execution of Agreement	March 15, 2018

The Request for Proposals timetable is tentative only and may be changed by the Library at any time.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at the Prescribed Location

Proposals must be submitted at:

The Pickering Public Library  
2<sup>nd</sup> Floor, Administrative Office  
One The Esplanade  
Pickering, Ontario L1V 6K7

### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

### 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit two (2) hard copies of their proposal and one (1) electronic copy in PDF format in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the Request for Proposals title and number (see Request for Proposals cover), with the full legal name and return address of the proponent.

### 1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the Request for Proposals title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### 1.5.5 Withdrawal of Proposals

At any time throughout the Request for Proposals process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the Request for Proposals Contact and must be signed by an authorized representative of the proponent. The Library is under no obligation to return withdrawn proposals.

[End of Part 1]

## Part 2 – Evaluation and Negotiation

### 2.1 Stages of Evaluation and Negotiation

The Library will conduct the evaluation of proposals and negotiations in the following stages:

#### 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Library will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Library issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

##### 2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

##### 2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

##### 2.2.3 Other Mandatory Submission Requirements

N/A

### 2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

#### 2.3.1 Mandatory Technical Requirements

Not applicable to this RFP

#### 2.3.2 Rated Criteria

The Library will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the Request for Proposals Particulars (Appendix D).

### 2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## **2.5 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. If required, the top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Library. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the Request for Proposals Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Library or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Library and the selected proponent. Negotiations may include requests by the Library for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Library for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The Library intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Library invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Library may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Library elects to cancel the Request for Proposals process.

### **2.5.5 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the Library and a proponent, the other proponents will be notified of the outcome.

[End of Part 2]

## **Part 3 – Terms and Conditions of the Request for Proposals Process**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this Request for Proposals. Where information is requested in this Request for Proposals, any response made in a proposal should reference the applicable section numbers of this Request for Proposals.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the Library may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Library or other institutions.

#### **3.1.5 Information in Request for Proposals Only an Estimate**

The Library and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this Request for Proposals or issued by way of addenda. Any quantities shown or data contained in this Request for Proposals or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this Request for Proposals.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the Library**

The Library will not return the proposal, or any accompanying documentation submitted by a proponent.

#### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of the Canadian Free trade Agreement (CFTA) and Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this Request for Proposals.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The Library makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Library may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of Request for Proposals**

### **3.2.1 Proponents to Review Request for Proposals**

Proponents should promptly examine all of the documents comprising this Request for Proposals and may direct questions or seek additional information in writing by email to the Request for Proposals Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the Request for Proposals Contact. The Library is under no obligation to provide additional information, and the Library is not responsible for any information provided by or obtained from any source other than the Request for Proposals Contact. It is the responsibility of the proponent to seek clarification from the Request for Proposals Contact on any matter it considers to be unclear. The Library is not responsible for any misunderstanding on the part of the proponent concerning this Request for Proposals or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This Request for Proposals may be amended only by addendum in accordance with this section. If the Library, for any reason, determines that it is necessary to provide additional information relating to this Request for Proposals, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this Request for Proposals and may contain important information, including significant changes to this Request for Proposals. Proponents are responsible for obtaining all addenda issued by the Library. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Library determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Library may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the Library may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the Request for Proposals Particulars (Appendix D). The Library may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Library and a proponent, the other proponents will be notified of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Request for Proposals Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

The Library may disqualify a proponent for any conduct, situation or circumstances, determined by the Library, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

#### **3.4.2 Disqualification for Prohibited Conduct**

The Library may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Library determines that the proponent has engaged in any conduct prohibited by this Request for Proposals.

#### **3.4.3 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

#### **3.4.4 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this Request for Proposals or any agreement entered into pursuant to this Request for Proposals without first obtaining the written permission of the Request for Proposals Contact.

#### **3.4.5 No Lobbying**

Proponents must not, in relation to this Request for Proposals or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

#### **3.4.6 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other

inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Library; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Request for Proposals.

#### **3.4.7 Past Performance or Past Conduct**

The Library may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;  
or
- (c) any conduct, situation or circumstance determined by the Library, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the Library**

All information provided by or obtained from the Library in any form in connection with this Request for Proposals either before or after the issuance of this Request for Proposals

- (a) is the sole property of the Library and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Request for Proposals and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Library; and
- (d) must be returned by the proponent to the Library immediately upon the request of the Library.

#### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Library. The confidentiality of such information will be maintained by the Library, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Library to advise or assist with the Request for Proposals process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this Request for Proposals, questions are to be submitted to the Request for Proposals Contact.

### **3.6 Procurement Process Non-binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this Request for Proposals will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Library will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this Request for Proposals.

#### **3.6.2 No Contract until Execution of Written Agreement**

This Request for Proposals process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Library by this Request for Proposals process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Library to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The Library may cancel or amend the Request for Proposals process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the Request for Proposals Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

**Appendix A – Form of Agreement**



Mailing Address:  
 P.O. Box 368,  
 Pickering, ON L1V 2R6  
 905-831-6265 FAX 905-831-6927

**PURCHASE  
 ORDER**

**Date:**

**P.O. Number:**

**Vendor**

**Ship To:**

Pickering Public Library,  
 One The Esplanade,  
 Pickering, ON L1V 6K7  
 Canada

<b>Requisitioner</b>
<b>Account</b>

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
	<b>Sub Total</b>		
	<b>Sales Tax</b>		
	<b>TOTAL</b>		

**Authorized by :** \_\_\_\_\_

Alternate formats available upon request please contact  
 the Director of Support Services at 905-831-6265 ext. 6231 or email [elaineb@picnet.org](mailto:elaineb@picnet.org)

**Appendix B – Submission Form**

**1. Proponent Information**

Please fill out the following form, naming one person to be the proponent’s contact for the Request for Proposals process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

**2. Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the Request for Proposals process will be governed by the terms and conditions of the Request for Proposals, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Library and the proponent unless and until the Library and the proponent execute a written agreement for the Deliverables.

**3. Ability to Provide Deliverables**

The proponent has carefully examined the Request for Proposals documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the Request for Proposals for the rates set out in the completed Pricing Form (Appendix C).

**4. Non-binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the Request for Proposals and in the Pricing Form (Appendix C). The proponent confirms

that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### 5. Addenda

The respondent is deemed to have read and accepted all addenda issued by the Library prior to the Deadline for Issuing Addenda. The onus is on the respondent to make any necessary amendments to their bid based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “**None**”, on the following line:

---

### 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this Request for Proposals.

### 7. Conflict of Interest

For the purposes of this Request for Proposals, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the Request for Proposals process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Library in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the Request for Proposals process (including but not limited to the lobbying of decision makers involved in the Request for Proposals process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Request for Proposals process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **and** (b) were employees of the Library within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict

of Interest in performing the contractual obligations contemplated in the Request for Proposals.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposals.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

---

---

---

**8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Library to the advisers retained by the Library to advise or assist with the Request for Proposals process, including with respect to the evaluation this proposal.

---

Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the Proponent

### Appendix C – Pricing Form

1. Instructions on How to Complete Pricing Form
  - (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax, which should be itemized separately.
  - (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

Proponents shall complete the following pricing table:

**Pricing Table #1 – Total Project Cost**

Description	Upset Limit
Consulting Services for a Strategic and Long-Range Plan for the Pickering Public Library	\$ *
<b>HST (13%)</b>	\$
<b>Total</b>	\$

\*This value will be used for evaluation purposes as per Appendix D, Section D, Rated Criteria – Pricing.

## Appendix D – Request for Proposals Particulars

### A. The Deliverables

#### Project Objectives

The objectives of the Library Board in developing a comprehensive strategic and long-range plan are:

- a) To ensure that the Library Board is able to move forward strategically and responsibly in its governance role.
- b) To ensure that the Library is a reflection of the community it serves and that it meets the community's needs with programs and services that are relevant.
- c) To provide guidance for the revamping of current Library services by identifying service priorities and how best to allocate resources effectively.
- d) To ensure that the Library evolves and adapts to the ever-increasing pace of change in the information resources and tools needed to operate effectively in today's society; including how people access and use information and how people interact with one another.
- e) To ensure that the Library anticipates, evolves and adapts to the changing demographics of Pickering and the needs of the new community of Seaton.
- f) To ensure that the Library organization has the capacity to effectively execute a strategic plan with sufficient financial, staffing, partnership, and technological needs identified for the four-year planning period.
- g) To ensure that the planned Library facilities are designed for Library services that meet the current and anticipated needs of the community.
- h) To ensure that decisions about Library services will easily integrate with other City and community planning strategies and documents.

**In order to align with the Board's calendar, a draft version of the strategic plan will be required by September 28, 2018 with a comprehensive plan delivered by December 15, 2018.**

The Consultant shall be responsible for the completion of the following elements in the Strategic Planning Process:

#### a) Needs Assessment

The Successful proponent is required to design, coordinate and carry out a comprehensive community needs assessment according to agreed upon process and schedule. They must also prepare a final report on findings of the community needs assessment and present it to the Library Board.

#### b) Community Demographic / Market Analysis

A complete market / demographic analysis is required for the Strategic Plan. This includes an analysis of current and projected demographics and a report on the findings as they relate to Library services.

**c) Environmental Scan**

Trends and issues impacting public libraries now and in the future need to be identified and analysed. Library staff will have some expertise in this area, but the consultant is expected to bring their own findings and perspectives. A related SWOT exercise with staff should be part of the environmental scan process.

**d) Public Consultation**

Plan, facilitate, minute and report on a community participation process. This will be the major focus for the consultants. The involvement of partners, community groups, stakeholders and residents, along with other organizations in the community with an interest in the outcome, will be crucial to the success of the project. This includes reaching out to all segments of the community. While consultation with Library users is assumed, it is essential to understand the needs and opinions of the entire community which will include those who don't use the Pickering Library.

It is essential for the consultants to understand that the Pickering Library views this consultation process as valuable two-way process, thus all engagement activities must include a feedback loop with our residents.

Public consultation will be aided by staff who can assist with the delivery of the survey as directed and the Strategic Plan Advisory committee who will act as an advisory body on the community engagement process.

**e) Proposed Program of Services**

Based on the findings and analysis of the above Needs Assessment, Public Consultation, Market Analysis and Environmental Scan, prepare a proposed program of prioritized services to meet community needs.

**f) Strategic and Long Range Plan**

All of the above components will be pulled together in a comprehensive strategic and long range plan that describes the community and its needs, a program portfolio to meet these needs, and an analysis of organizational capacity and resources needed to meet these needs.

This plan should be presented in a way that identifies those elements which should be addressed within the four-year scope of the Board's term and those elements which are longer term and require long-term planning.

**g) Communications Plan**

The Consultant will prepare and present an overall Communications Plan for the entire project.

Part of the consultant's responsibilities will be to:

1. Attend client meetings as required. These will be identified in the section below.
2. Provide monthly progress reports.
3. Prepare all graphic and presentation materials (for public consultation and focus groups).
4. Prepare and purchase advertising required for public consultation.

5. Submit final reports in both hard copy (twenty copies) and electronically (digital format and PDF suitable for website posting).

6. Attend Library Board, City staff and Council meetings for discussions and presentations as directed by Library staff.

### **Library Project Team Responsibilities**

The Library's Project Team consists of the CEO, Cathy Grant, Deputy CEO Tanya Sinclair, and Director of Support Services Elaine Bird.

The primary contact for the consultant shall be the CEO.

The Library's Project Team will be:

- responsible for overseeing the contract with the Consultant ensuring the necessary staff resources are available, timelines are met, and the public consultations proceed in accordance with Library Policies and Procedures;
- provide general assistance and act as a liaison between the Library and the Consultant;
- oversee the provision of printing services, communications, correspondence and other services as required;

The Project Team has created an Advisory Committee consisting of Library and City staff, Library volunteers and residents. This Advisory Committee is responsible for overseeing the community engagement strategy for this project to ensure that the Library has obtained valid and meaningful community feedback.

### **Meetings**

The Consultant is required to have regular meetings with both the Library's Project Team and the Library's Advisory Committee, in addition to meetings with Library stakeholders.

### **Budget Disclosure**

The total available funds budgeted for this Work is \$75,000 (including HST). This includes all of the work to be undertaken by the Consultant, including travel expenses and disbursements. It may also include Library staff time needed for survey delivery and administration. The Consultant shall not exceed the budget or undertake any work that would cause the budget to be exceeded without prior written permission from the Library. Such permission shall be required for any phase or component of the study, as set out in the approved work plan.

## B. Material Disclosures

The material disclosures that apply to this Request for Proposals, if any, are set out below.

Not applicable for this RFP

The pre-conditions of award that apply to this Request for Proposals, if any, are set out below.

1. The Proponent shall provide the following documents within three business days of written request by the Library:
  - a) a copy of the City's Health & Safety Regulations form (currently dated and signed); and
  - b) a certificate of insurance completed by the Company's agent, broker or insurer (City form is attached).

The Library's findings shall be used to serve the best interests of the Pickering Public Library.

## C. Mandatory Technical Requirements

The mandatory technical requirements that apply to this Request for Proposals, if any, are set out below.

Not applicable for the RFP

## D. Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the Request for Proposals. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
D.1 Experience and Qualifications	30
D.2 Quality of References	5
D.3 Understanding of Project Objectives	25
D.4 Quality and Creativity of Public Consultation Process	20
D.5 Pricing	20
Total Points	100

## Suggested Proposal Content for the Evaluation of Rated Criteria

### D.1 Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief company profile and overview of the Consultant's experience in providing services to public libraries or similar sectors, and any other relevant information about the firm related to the scope of work included in this RFP;
- (b) a description of the Consultant's previously completed similar work and/or is currently delivering, with an emphasis on experience relevant to the deliverables of this RFP
- (c) The Consultant's knowledge, skills and expertise in the following areas:
  - demonstrate a minimum of five (5) years of experience with clients requiring services of a similar scope and complexity;
  - the design and delivery of the strategic plan required in this RFP, supported by examples that demonstrate the Consultant's ability to meet the objectives, methodology, and deliverables described;
- (d) Identification of Lead Consultant and proposed sub-consultant team (if any), including specific roles and responsibilities.

Identification and curriculum vitae of all persons who will make up the project team, together with an indication as to each individual's role and responsibility in the project, and their past experience in similar projects including examples of previous project management experience.
- (e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the Library.

### D.2 References

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this Request for Proposals from the proponent in the last two (2) years. Should include the following:

- the identity of the reference client organization;
- a contact name and title, address and telephone number;
- a description of the project;
- date of the project;
- the timing and duration of the Proponent's involvement in the project;
- the services that were provided by the Proponent (e.g. statistical analysis, public consultation, etc.)

## RFP #18-01 Strategic Plan

- details regarding the scale of the project; and
- value of the project.

Please note that in providing references, Proponents agree that the Library can contact these individuals provided as part of the evaluation process. The Library will make its own arrangements in contacting these individuals. This information must be submitted on the Reference Form found in Appendix E of this document.

### D.3 Understanding of Project Objectives

Proponents should demonstrate a clear understanding of the Board's objectives for this project as well as clearly outline how the proposed project should serve to successfully achieve each objective. A timeline for execution of the project should be included here.

### D.4 Quality and Creativity of Public Consultation Process

Submissions will be evaluated on the quality and creativity of their research and engagement strategy methodology. It is essential that the Library's Strategic Plan reflect the needs and aspirations of all members of the community. This will mean a multi-channel methodology that speaks to the needs of all ages and backgrounds will need to be employed and submissions will be evaluated on their ability to describe a process that meets this vision of community engagement.

### D.5 Pricing

Proponents shall submit an Upset Limit for the completion of the scope of work included in this RFP, and all other costs and related disbursements.

## Standard Quotation Terms and Conditions

### 1. Definitions

**Company** - The person, firm or corporation to whom the Library has awarded the Contract, its successors and assigns.

**Contract** - The purchase order authorizing the Company to do the work, the quotation, the bonds or security (if any), the Company's quotation and change notices, appendices, and addenda (if any).

**Library** - The City of Pickering Public Library, its successors and assigns.

**Subcontractor** - A person, firm or corporation having a Contract with the Company for any part of the work.

**Quotation Document** - The documents issued by the Library in response to which quotations are invited for the performance of Work.

**Work** - All labour, materials, products, supplies, goods, articles, equipment, fixtures, services, acts, required to be done, furnished or performed by the Company, which are the subject of the Contract.

### 2. Contract Documents and Order of Precedence

The contract documents shall consist of the purchase order; and the Company's quotation accepted by the Library.

The documents and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the Contract, in the form of purchase order alterations, shall take precedence over the documents or portions thereof amended thereby. Purchase order alterations, appendices and addenda to any contract document shall be considered part of such document.

The intent of the contract is that the Company shall supply work complete for a particular purpose, be fit and suitable for the Library's intended use.

None of the conditions contained in the Company's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Library and set forth in the purchase order or specifically referred to therein.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

### **3. Delivery**

Unless otherwise stated, the Work specified or called for in or under the quotation shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles, or equipment, shall accompany each delivery thereof. A receiver's receipt shall not bind the Library to accept the Work, covered thereby, or the particulars of the delivery ticket or piece tally therefore.

Unless otherwise stated, all work pursuant to a purchase order based on the quotation, shall be subject to inspection by the Library at the point of unloading, or the site of work or service.

The Company shall be responsible for arranging the Work so that completion shall be as specified in the Contract.

### **4. Pricing Requirement**

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the quotation. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement.

Payment shall be full compensation for all costs related to the Work, including operating and overhead costs to provide work to the satisfaction of the Library.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work.

Harmonized Sales Tax shall be extra, unless otherwise specified herein.

If the Company intends to manufacture or fabricate any part of the Work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for custom purposes.

Should any additional tax or duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario or any increase or decrease in the rate of foreign exchange become directly applicable to goods, material, articles or equipment specified or called for in this quotation subsequent to its submission by the Company and before the delivery of goods, material, articles or equipment or the completion of the work or services covered thereby,

pursuant to a purchase order issued by the Library, the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

## **5. Terms of Payment**

Payments made hereunder, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract. Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the Library, except those previously made in writing in accordance with the Contract and still unsettled.

The Library shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of it.

Invoices shall be forwarded via mail to:

The Pickering Public Library  
PO Box 368  
Pickering, ON L1V 2R6

## **6. Patents and Copyrights**

The Company shall, at its expense, defend all claims, actions or proceedings against the Library based on any allegations that the Work or any part of the Work constitutes an infringement or any patent, copyright or other proprietary right, and shall pay to the Library all costs, damages, charges and expenses, including its lawyer's fees on a solicitor and his own client basis occasioned to the Library by reason thereof.

The Company shall pay all royalties and patent licence required for the Work.

If the Work or any part thereof is action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Library the right to continue using the Work or shall at the Company's expense, replace the infringing Work with non-infringing work or modify it so that the Work no longer infringes. Quotations for equivalents may be considered but the mark or brand thereof must be specified.

## **7. Assignment**

The Company shall not assign the Contract or any portion thereof without the prior written consent of the Library.

## **8. Laws and Regulations**

The Company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

All fees, taxes, duties and other expenses related thereto shall be the responsibility of the contractor. No additional costs to the Library will be incurred as a result of such undertakings.

## **9. Correction of Defects**

If at any time prior to one year after the actual delivery date or completion of the Work, (or specified warranty/guarantee period if longer than one year) any part of the Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, the Company upon request, shall make good every such defect, deficiency or failure without cost to the Library. The Company shall pay all transportation costs for Work both ways between the Company's factory or repair depot and the point of use.

## **10. Default by Company**

- (a) If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Library may without notice, terminate the Contract.
- (b) If the Company fails to comply with any request, instruction or order of the Library, or fails to pay its accounts, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the Work, or fails to prosecute the Work with skill and diligence, or assigns or sublets the Contract or any portion thereof without the Library's prior written consent, or refuses to correct defective Work; or is otherwise in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Library may, upon written notice to the Company, terminate the Contract.
- (c) Any termination of the Contract by the Library, as aforesaid, shall be without prejudice to any other rights or remedies the Library may have and without incurring any liability whatsoever in respect thereto.
- (d) If the Library terminates the Contract, it is entitled to:
  - i take possession of all Work in progress, materials and construction equipment then at the project site, and finish the Work by whatever means the Library may deem appropriate under the circumstances:

- ii Withhold any further payments to the Company until completion of the work and the expiry of all obligations under the Correction of Defects Section;
  - iii Recover from the Company loss, damage and expense incurred by the Library by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company any balance to be paid by the Company to the Library).
- (e) Library reserves the right to not consider a company for an indeterminate period of time who has been terminated by the Library or has been deemed by the Library to have provided unsatisfactory Work, goods, services, or health and safety practises in accordance with the Library's Purchasing Policy.
- (f) The Library reserves full discretion as to when Work, goods or services are deemed to be unsatisfactory and exercising its rights related thereto without liability or settlement.

#### **11. Contract Cancellation**

The Library shall have the right to cancel any uncompleted or unperformed portion of the Work or part thereof, upon providing written notice to the Company.

The Library shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the Work.

#### **12. Quantities**

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Library and shall be used as a basis for comparison only.

Payment will be by the unit complete at the quoted rate on actual quantities deemed acceptable by the Library.

#### **13. Surety**

The Company shall, if the Library in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Library. This surety may be held by the Library until 60 days after the day on which all Work covered by the Contract has been completed and accepted. This surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Company in carrying out the Work have expired or have been satisfied, discharged or provided for and that a clearance certificate from the Workplace Safety & Insurance Board has been issued. Failure to furnish the surety within

two weeks from date of request thereof by the Library shall make the award of the Contract by the Library subject to withdrawal.

#### 14. Workplace Safety & Insurance

All of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense. The Company shall provide the Library with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board. The bidder shall provide the Library with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Library will not be liable to the Board for future payments in connection with the Company's completion of the project.

A Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board is to provide a copy of such letter to the Library containing the Independent Operator identification number issued by the Board. An Independent Operator **must be covered by WSIB optional insurance** and provide proof of this coverage upon request.

#### 15. Liability

The Company agrees to at all times defend, fully indemnify and save harmless the Library from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the Library from or relating to the Work performed or to be performed herein.

#### 16. Insurance

Upon request by the Library, the Company shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than two million (\$2,000,000.00) automotive liability insurance coverage. Certificate(s) of insurance shall be provided upon request by the Library.

- (a) The policy shall include The City of Pickering Public Library, as additional named insured without subrogation in respect of all operations performed by or on behalf of the Company, a certificate of insurance shall be completed by the Company's agent, broker or insurer.
- (b) The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Library.

- (c) If the Library is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the Library may arrange a public liability policy insuring the Library in the amount of \$2,000,000.00 and an automotive liability policy insuring the Library in the amount of two million (\$2,000,000) at the expense of the Company, which may be recovered from amounts owed to the Company or from any form of security still in the Library's possession.

## **17. Unpaid Accounts**

The Company shall indemnify the Library from all claims arising of the unpaid accounts relating to the Work. The Library shall have the right at any time to require satisfactory evidence that the Work of which any payment has been made or is to be made by the Library is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

## **18. Suspension of Work**

The Library may without invalidating the Contract, suspend performance by the Company from time to time of any part or the whole of the work for such reasonable time as the Library may determine. The resumption and completion of the Work after the suspension shall be governed by the schedule established by the Library.

## **19. Changes in the Work**

The Library may, without invalidating the contract, direct the Company to make changes to the Work. When the change causes the increase or decrease in the Work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease

## **20. Accessibility Regulations for Contracted Services**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- (a) How to interact and communicate with persons with various types of disability
- (b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
- (c) How to use equipment that is available on the premises that may help in the provision of goods or services;

- (d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

A Company dealing with members of the public on behalf of the Library of Pickering or engaged in Work for the Library must meet the requirements of Ontario Regulation 429/07 with regard to training.

A document describing the training policy, a summary of the contents of the training and details of training dates and attendees will be requested within 2 to 3 days of the closing date and must be submitted to the Library, generally within two (2) days from time of request. If not available, the on-line training module set up by the Ministry of Community Services and Social Services – Access Canada – <http://accessforward.ca/html> shall be completed by the Company, who will need to be trained prior to any Work is undertaken for the Library. At the end of the training module, Company to print the Certificate of Completion and provide it to the Library as instructed.

## **21. Statement of Understanding**

The Company agrees the quotation it submitted was made without connection, knowledge, comparison of figures, or arrangements with any persons submitting a quotation and it is in all respect fair and without collusion or fraud.

The Company agrees that no member of City Council, Library Board or any officer of the Municipal Corporation is, shall be or become interested, directly or indirectly in, or in the performance of the contract, or in the business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

## **22. Freedom of Information**

The Company acknowledges that any quote submitted shall become a record belonging to the Library and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the Library, subject to specific limitations. The Company should be aware that it is possible that any records provided to the Library, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. Records relating to the contract could possibly be released under MFIPPA. If the Company believes that all or part of the quote should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the Library in making a determination on release if a request is made. The

identity of all companies, as well as total prices, may be available to the public subject to the Library's Purchasing Policy.

**23. Respect in the Workplace**

The Company shall ensure all employees undertaking the work of this contract are respectful to Library employees and residents. Library Policy A25 Workplace Harassment Prevention Policy, is applicable to contractors.

**Appendix E – Reference Form**

Each Proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the Proponent in the last two (2) years.

**Reference #1**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #2**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

State the number of years your Company has been in business: \_\_\_\_\_

**\*Information received on this form and obtained from reference checks will be considered during evaluations and will be used to serve the best of interests of the Library and no liability shall accrue to the Library from such an undertaking and all decisions derived therefrom.\***

**\*\*A Reference Summary on This Page or Other Paper Stock Must Be Completed and Submitted With The Proposal\*\***



## CERTIFICATE OF INSURANCE

Proof of liability insurance will be accepted on this form. If a facsimile has been transmitted, the original certificate must follow.

**This form must be completed and signed by your insurance broker.**

This is to certify that the policy(ies) of insurance described below have been issued to the insured for the policy period indicated.

Name of Insured:	Street Address of Insured:
Telephone Number of Insured:	City <span style="float: right;">Postal Code</span>
Location and Operations of Insured for which Certificate is issued:  All Operations Performed For The City of Pickering	

### Automobile Liability Insurance

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry Date
			D/M/Y	D/M/Y

Automobile liability insurance covering third party damage and bodily injury liability (including accident benefits) as may be required by applicable laws arising out of any vehicle owned in whole or in part and licensed in the name of the insured, including all vehicles leased on a long term basis, in connection with this contract.

### Professional Liability

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry Date
			D/M/Y	D/M/Y

### Commercial General Liability

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry date
			D/M/Y	D/M/Y

Commercial General Liability is extended to include Personal Injury Liability, Contractual Liability, Non-Owned Automobile Liability, Owner's and Company's Protective Coverage, Products-Completed Operations, Contingent Employer's Liability, Cross Liability Clause and Severability of Interest Clause.

**\*\*\*This Information Does Not Have To Be Submitted With The Proposal\*\*\***

With respect to the Commercial General Liability, **The City of Pickering** has been added as an Additional Insured without subrogation but only with respect to its interest in the operations of the named insured.

The Commercial General Liability Policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Corporation of the City of Pickering. If cancelled or changed so as to reduce the coverage as outlined on this certificate, during the period of coverage as stated herein, thirty (30) days, prior written notice by registered mail will be given by the Insurer(s) to:

The Corporation of the City of Pickering  
Corporate Services Department  
One The Esplanade  
Pickering, Ontario L1V 6K7  
Phone: 905.420.4634 Fax: 905.420.5313

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date:	Name, Address, Fax and Telephone Number of Insurance Broker:	Signature of Authorized Representative or Official:
	Mailing Address of Insurance Broker:	Print Name of above Authorized Representative or Official:

**\*\*\*This Information Does Not Have To Be Submitted With The Proposal\*\*\***

### Health and Safety Regulations

1.
  - a) The City is the "City" throughout the term of this contract.
  - b) The Company is the "employer" throughout the term of this contract.
2. The Company certifies that it, its employees, its subcontractors and their employees,
  - a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations there under (the "Act"); and
  - b) have sufficient knowledge and training to perform all matters required pursuant to this tender/contract safely and in compliance with the Act; and
  - c) are covered by WSIB insurance.
3. In the performance of all matters required pursuant to this tender/contract, the Company shall,
  - a) act safely and comply in all respects with the Act, and
  - b) ensure that its employees, its sub-contractors and their employees act safely and comply in all respects with the Act.
4. The Company shall rectify any unsafe act or practice and any non-compliance with the Act at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
5. The Company shall permit representatives of the City on site at any time or times for the purpose of inspection to determine compliance with this tender/contract.
6. No act or omission by any representative of the City shall be deemed to be an assumption of any of the duties or obligations of the Company or any of its sub-contractor under the Act.
7. The Company shall indemnify and save harmless the City,
  - a) from any loss, inconvenience, damage or cost to the City, which may result from the Company or any of its employees, its sub-contractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this tender/contract; and;
  - b) against any action or claim, and costs related thereto, brought against the City, by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Company or any of its employees, its sub-contractor or their employees in the performance of any matter required pursuant to this tender/contract;
  - c) from any and all charges, fines, penalties, and costs that may be incurred or paid by the City if the City (or any of its council members or employees) shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this tender/contract;
8. The Company shall abide by the Workplace Safety & Insurance Board Act, as amended from time to time and all Regulations there under.

**Condition of Work Site**

- 9. The Company shall remove and legally dispose of debris, packaging and waste materials frequently, or as directed by the City, in accordance with all governmental regulations applicable to such activities.

**Liability**

- 10. The Company agrees to at all times defend, fully indemnify and save harmless the City from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the City from or relating to the work performed or to be performed herein.

**Workplace Safety & Insurance**

- 11. The bidder shall provide the City with a Certificate of Clearance from the Workplace Safety & Insurance Board as set out herein, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board. The bidder shall provide the City with a Certificate of Clearance prior to final payment certifying that the City will not be liable to the Board for future payments in connection with the bidder's completion of the project.

All of the bidder's personnel must be covered by the Workplace Safety & Insurance Board at the bidder's expense.

The Company must and agrees to provide the City's Company Administrator with updated Insurance and WSIB Clearance Certificates (every 90 days) throughout the period of the contract prior to the expiration dates automatically and routinely.

Acknowledged:

\_\_\_\_\_  
Signature                      Print Name                      Company

\_\_\_\_\_  
Date

**\*\*\*This Information Does Not Have To Be Submitted With The Proposal\*\*\***

## Accessibility Regulations for Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Section. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities can be found on the Ministry of Community & Social Services website. The following link provides access to the training module:

<http://www.mcsc.gov.on.ca/en/serve-ability/index.aspx>

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the City of Pickering must meet the requirements of Ontario Regulation 429/07 with regard to training. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the City of Pickering upon request.

I acknowledge that the training module has been completed accordingly.

**Acknowledged By**

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Name (please print)

Signature \_\_\_\_\_

**\*\*This Page Does Not Have To Be Submitted With The Proposal\*\***