



# ST. CATHARINES PUBLIC LIBRARY

54 CHURCH STREET, ST. CATHARINES, ONTARIO L2R 7K2

Tel. (905) 688-6103 Fax (905) 688-6292

Email: [admin@myscpl.ca](mailto:admin@myscpl.ca)

## REQUEST FOR PROPOSAL

Central Library Renovation Conceptual & Detail Architectural Plans

### RFP #21-04

**Closing Date & Time:**  
October 1, 2021 at 2:00:00 P.M.

**Sealed Proposal Submissions are to be email to:**  
[purchasing@myscpl.ca](mailto:purchasing@myscpl.ca)

For any additional information contact:  
**St. Catharines Public Library,**  
54 Church Street  
St. Catharines, Ontario L2R 7K2  
Email: [purchasing@myscpl.ca](mailto:purchasing@myscpl.ca)

## 1. Invitation

The St Catharines Public Library (SCPL) is seeking an experienced design and architecture consulting firm to develop conceptual and detail architectural plans for the interior and exterior renovation of the existing Central Library and construction of select areas. Refer to Specifications and Bid Requirements for detailed information.

The successful proponent must have extensive architectural design and project management experience, as well as the understanding of public libraries, their roles in the community, and their future trends.

Sealed Proposals, on the attached Form of Proposal, will be received by email at [purchasing@myscpl.ca](mailto:purchasing@myscpl.ca) **no later than 2:00:00 p.m. local time as determined by the clock of the Library server, on October 1, 2021.** Proposals received after this time will remain unopened.

All documents submitted with respect to this Request for Proposal (RFP) will be subjected to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. M56, as amended from time to time.

## 2. COVID 19

The Library recognizes that this solicitation is being released during uncertain times with respect to the Covid-19 pandemic. The Library seeks to maintain a competitive bidding environment by making clear how the Library assesses each procurement the Library issues based on criticality and nature of the project as well as by providing a clear delineation of responsibilities between respondents and the Library with respect to maintaining the health and safety of a respondent employees and subcontractors as well as residents who may be in the area where the work is being undertaken.

The Library requires that successful respondents be responsible, at respondent's expense, for the health and safety of its employees and sub-contractors and to the extent retained for the a construction project where the respondent is retained to be a constructor pursuant to the *Occupational Health and Safety Act* ("OSHA") to carry out all responsibilities attributed to a constructor pursuant to OHSA. The Library recognizes that the current Covid-19 pandemic and resulting government policies, decrees, by-laws and regulations at various levels (inclusive of Board of Health requirements) may affect the cost of safeguarding the health and safety of a contractors' employees and sub-contractors but considers it a known risk that must be accounted for by respondents when determining their bid price. Additional monies will not be paid by the Library with respect to health and safety measures imposed upon the respondent during the term of their engagement by the Library.

The Library notes that as part of the Province of Ontario's exercise of its emergency powers, the Province has been restricting the operations of certain businesses and/or types of activities. The rules change over time as the Province of Ontario evaluates the status of the community's efforts to stem the spread of Covid 19.

The Library and respondent, through respondent's submission, acknowledge and agree that each respondent must determine whether the respondent is able to apply on a particular project and further that because provincial and/or other binding governmental rules may change over time, whether the respondent, if successful, is able to continue to work on the project.

It is the respondent's responsibility to obtain all the information necessary to prepare an application in response to this procurement and to determine respondent's ability to comply with the Library's

requirements while also complying with all current applicable laws. By submitting a proposal, the respondent agrees that it is relying on its own investigations and evaluation, and that of its own legal advisors and not upon statements or information provided by the Library.

The respondent, if chosen to enter into a contract with the *Library*, will have an ongoing obligation to ensure its compliance with all applicable laws including but not restricted to government regulations related to Covid 19.

### **3. Form of Proposal**

Proposals must be submitted on the attached Form of Proposal and emailed to [purchasing@myscpl.ca](mailto:purchasing@myscpl.ca).

The proposal submission must be legible. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strike-outs which are not initialed by the Proponent may not be accepted. The Form of Proposal must contain a digital signature in the specified place by an authorized signing officer. No part of the Form of Proposal included shall be altered or deleted.

All unit prices must be clearly indicated and all extensions written in figures. The bid must not be restricted by a statement added to the Form of Proposal or by covering letter, or by alterations to the Form of Proposal as supplied by the Library unless otherwise provided herein. Proponents will be allowed to attach descriptive literature with the sole purpose of amplifying the bid.

The Form of Proposal must be dated and properly signed in the spaces provided on the form, with the signature of the Proponent or responsible official of the firm bidding. Signatures on behalf of a non-incorporated entity or by individuals shall be witnessed. If a joint bid is submitted, it must be signed and addressed on behalf of each of the Proponents.

### **4. Submission of Proposals**

Submissions shall be by email to [purchasing@myscpl.ca](mailto:purchasing@myscpl.ca). Adjustments to a Proposal already submitted shall not be accepted or considered. Proponents will be permitted to withdraw their Proposal submission unopened after they have been received, if such requests are received to the contact listed on the front page of this document prior to the time specified for the closing of Proposals.

More than one quote from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Within a quote submission, Proponents may bid on one or more models providing they all meet or exceed the specifications. Collusion between Proponents will be sufficient cause for rejection of all Proposals so affected.

### **5. Clarification, Omissions, Discrepancies**

It will be the Proponent's responsibility to clarify any details in question with the contact listed on the front page of this document before submitting the quote. All official correspondence in regards to the specifications should be directed to and will be issued by the Chief Executive Officer of SCPL. The Library will assume no responsibility for oral instruction or suggestion.

### **6. Addenda / Addendum**

The Library will not be responsible for any verbal (spoken) information from any Library staff or from any Consultant firms retained by the Library, or from any other person or persons who may have an interest in this bid opportunity. Adjustments or changes to this RFP prior to the closing date and time stated herein will be by written addendum(s) only and said addendum(s) will be

issued by the Business Administrator of the SCPL. Addendums will be posted on Biddingo and the Library's web site <http://www.myscpl.ca>.

It is the Proponent's sole responsibility to check these websites often to be informed of any posted addendum. The Library makes no promise or guarantee that addendums will be delivered by any means to any Proponent.

By submitting a quote in response to this RFP, the Proponent acknowledges and agrees that addendums shall only be posted on the Library's website and on Biddingo and it is the sole responsibility of the Proponent to check these websites for said addendums. Failure to include signed copies of the addenda with the submitted quote may result the proposal being rejected.

## **7. Interpretation of Estimates**

The quantities shown on the Form of Proposal are estimates only and shall be used as a basis for calculation upon which the award of the contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability of the Library whether decreased or increased.

## **8. Errors and Corrections**

Library staff may clarify any aspect of a Proposal submission with the Proponent at any time after the Proposal has been opened. Any such clarification will not alter the submitted Proposal and will not be constituted as a negotiation or renegotiation of the quote. The Library is not required to clarify any part of a Proposal. Any clarification of a Proposal by a Proponent shall not be effective until confirmation has been delivered in writing.

The Library may exercise its discretion to correct all mathematical errors evident on the face of the bid; however, unit prices will not be adjusted.

## **9. Pricing and Terms of Payment**

All prices quoted must be in Canadian Funds, all appropriate taxes extra. The prices will include all costs related to the supply and delivery of the goods or services required, such as delivery, customs charges, brokerage fees, etc.

All prices quoted are to be net and to be firm for ninety (90) days after the closing of this RFP. However, if Proponents are unable to quote firm prices, they must complete the applicable blanks on the Form of Proposal stating the maximum percentage increase for each unit quoted. In this case, invoices must not exceed the total amount of the net price plus the maximum percentage increase.

## **10. Improper Bids**

Bids which are incomplete, conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind, may be rejected as improper. Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Library, may be rejected. The Library reserves the right to waive irregularities according to provisions in the Library's Procurement Policy.

## **11. Conflict of Interest**

Proponents must disclose to the Library in their quote any potential conflict of interest, including any which may involve Library employees or Board members who may have a financial interest in

a Proponent. If such conflict of interest does exist the Library may, at its discretion, refuse to consider the Proposal.

## 12. Right of Library to Accept or Reject Proposals

The Library reserves the right to accept or reject any or all Proposals for any reason whatever; to award all or a portion of the products described herein to one or more Proponents; or to accept any Proposals if considered to be in the best interest of and for the best value to the SCPL. The lowest or any Quote will not necessarily be accepted. Criteria including best overall value, other than price alone may be considered when evaluating Proposals.

## 13. Award

The award of the contract will not be based solely on price. The lowest Bid shall not necessarily be accepted. SCPL reserves the right to reject any or all proposals and to accept the proposal deemed most favourable to the interests of the Library. Proposals containing all required information will be evaluated on the following criteria.

Criteria		Points
A	Relevant background of consulting team, expertise and past performance	25
B	Implementation plan and management of project	25
C	Methodology complete/appropriate	15
D	Cost to complete the process	20
E	Presentation	10
E	Value added offerings	5
TOTAL		100

The evaluation will be carried out by a committee of SCPL staff and the committee will review and evaluate all submissions. Consultants and their sub-consultants may be required to participate in an interview or make formal presentations to the Committee prior to awarding the contract.

Award of this Bid shall be as recommended by SCPL, and as approved by the Board (if applicable), and conveyed as a Purchase Order by Library to the successful Respondent or an executed agreement which has been signed by the Library and the successful Respondent.

A representative of the SCPL will issue to the successful Respondent, a written Bid Acceptance in the form of a Library Purchase Order that will reference all pertinent documents and requirements. The Purchase Order # MUST appear on all correspondence and invoices.

## 14. Pre-Conditions of Award

### WSIB Certificate

Upon selection and prior to award, the selected proponent must provide a current Certificate of Clearance from the Workplace Safety and Insurance Board.

### Insurance Certificate

Upon selection and prior to award, the selected proponent must provide a current Certificate of Insurance as per the RFP requirements.

### AODA

Upon selection and prior to award, the selected proponent must provide confirmation of completion of AODA training.

## **15. Procurement Policy and Terms & Conditions**

The Library follows the City of St. Catharines' Procurement Policy. Submissions will be solicited, received, evaluated, accepted and processed in accordance with the City's policy as amended from time to time. In submitting a proposal in response to this solicitation, the proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the City's Procurement Policy. The Procurement Policy can be viewed on the City's website at <https://www.stcatharines.ca/en/resources/Procurement-Policy.pdf>

## **16. Specifications**

Proponents are required to submit complete specifications for all products quoted in compliance with the Ontario Occupational Health and Safety Act 1978.

## **17. Brand Names**

All reference to brand name products in this quote unless specified to the contrary is for the sole purpose of identifying the type and quality of product required. When quoting, please state your equivalent product, meeting the specifications of the brand indicated. Proponents may be required to supply samples to aid in the Proposal evaluation.

## **18. Compliance with all Related Laws and Regulations**

The Proponent warrants that the service and/or items supplied to the Library conform in all respects to the standards set forth by Federal, Provincial or municipal agencies and failure to comply with this condition will be considered a breach of contract. This will include, but not be limited to the Occupational Health and Safety Act, the Workplace Safety and Insurance Board and any other municipal, regional, provincial or federal laws and regulations.

## **19. Indemnification**

The Successful Proponent hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Successful Proponent, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Successful Proponent's obligations under, or otherwise in connection with, the Contract. The Successful Proponent further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Library, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

## **20. Insurance**

The Successful Proponent hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers licensed in the Province of Ontario, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

### **a) Commercial General Liability Insurance**

Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000 per

occurrence with an annual aggregate limit of no less than \$5,000,000. The policy is to include the following:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with, the Contract
- contractual liability coverage, cross liability and severability clauses, and products & completed operations coverage
- employer's liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.B. Coverage" is required)
- 30 day written notice of cancellation, termination, or material change
- Tenant's legal liability coverage (if applicable and with applicable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles.

**b) Automobile Liability Insurance**

Ontario Standard Vehicle Liability Insurance (including non-owned automobiles) to a limit of not less than \$2,000,000.00 per occurrence for/against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.

**c) Crime Coverage or Employment Dishonesty Insurance**

Crime Coverage or Employee Dishonesty Insurance Coverage to a limit of not less than \$50,000.00

## **21. Environmental Concerns**

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the successful proponent will ensure that wherever possible, terms of reference are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required to ensure that the products are made available at competitive prices.

The City's vision to guide the direction of sustainability states "A sustainable community works together to take on the challenges ahead" and the related policy can be viewed on the City of St. Catharines' website at <http://www.stcatharines.ca/en/governin/CorporateSustainability.asp>. Where practical, the Library strongly encourages the recycling of or the reuse of any materials removed from the project site and encourages partnerships with "reuse" organizations that may be able to assist with this process.

## **22. Licenses, Permits, Locates and Approvals**

The successful Proponent shall, at their own expense, be responsible for obtaining, maintaining, keeping available for inspection and copying all Provincial, Municipal and any other licenses, building, and other permits, utility locates, or approvals, necessary to permit them, their employees or company to carry out the requirements of this agreement.

## **23. Accessibility**

The Library is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public. The

Proponent/Contractor, and all sub-contractors hired by the Proponent/Contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the Proponent/Contractors responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful Proponent.

#### **24. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the information collected in response to the RFP is collected under the authority of the City's Procurement Policy adopted by the SCPL and the Municipal Act, S.O. 2001, c.25, as amended. The information collected will be used solely for the purpose of evaluating the submissions. All bids submitted become the property of the Library. Because of MFIPPA, respondents are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential. The Library reserves the right to discuss any and all bids, to request additional information from Proponents and to accept or reject any and all bids. Questions about the collection of information should be directed to the Business Administrator at SCPL.

#### **25. Proponents Involved in Litigation with the Library**

It is a matter of great importance to the Library in the administration of this contract that the Library's relationship with the successful Proponent should be as productive, amicable and harmonious as is reasonably possible. For the purposes of this section:

- "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When a bid is received from a Proponent who is threatening litigation or is pursuing litigation against the Library in relation to previous contracts awarded to that Proponent by the Library; or, A bid is received from a Proponent, against whom the Library is pursuing litigation, The Library shall be entitled to reject any bid submission by such Proponent, despite the fact that the bid might otherwise have met or exceeded all other conditions for a successful bid. Each Proponent expressly agrees in submitting a bid for this contract that, should its bid be rejected in accordance with the foregoing, it shall have no claim for damages from the Library in consequence of such rejection whether or not the litigation, or threatened litigation with the Library which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

#### **26. Stated Delivery Time and Dates**

Delivery dates (or work completion dates, as applicable) must be stated on the Form of Proposal. By specifying dates, the successful Proponent agrees to be bound by those dates. Failure to meet stated delivery time(s) by the successful Proponent may be just cause for the Library to take appropriate action that shall be in the best interest of the Library. The Library shall exercise due diligence and fairness in seeking any remedy and shall take into consideration such factors as delays by the manufacturer and shortages of parts. However, notwithstanding these circumstances, the order may be cancelled at the option of, and without recourse to, the Library.

Pending full and satisfactory supply of all items described in this Proposal, a holdback of the value of said deficiencies will be exercised. Failure to comply with all terms specifications, requirement,



conditions and general provision of this Proposal, to the satisfaction of the Library shall be just cause for the cancellation of the contract award. The Library shall then have the right to award this contract to any other Proponent or to re-issue the Request for Proposal. The Library shall assess against the Proponent, any damages whatsoever as a result of the failure to perform. In addition, the Library may, at their discretion, stop the performance of this contract until such time as the Proponent complies with all the provisions of this contract.

## 27. Specifications and Bid Requirements

### a) Library Background

The SCPL is a medium-sized library system serving a population of 133,113. St. Catharines is the largest city in Niagara Region and the sixth largest urban area in Ontario. SCPL's 5 locations (Central Library and 4 branch libraries) offer a variety of materials in its digital and physical collections, adult/children's programs, and access to computers and wireless Internet.

The Central Library was built in 1976 and is the largest of the City's five library branches. Since its original construction, there have been to maintain the building and meet accessibility requirements. Library services have changed significantly over the last few years and the design of the space at the Central Library has not kept up-to-date with current trends in library design. SCPL needs to reimagine the Central Library to enable the design to evolve and meet our mission of "providing spaces, resources, and experiences for all citizens to learn, grow, and connect."

### b) Building Description

- The Central Library is a 3 story facility, with basement constructed in 1976.
- The structure is steel framed with concrete foundations. The basement level extends beyond the building footprint at the west and south corners creating a buried roof slab.
- The exterior walls are primarily clad in pre-cast concrete panels. Windows are double-glazed, in aluminum frames.
- The gross floor area is approximately 63,000 ft<sup>2</sup>. The basement level sits partially below grade, and encompasses an operational staff area and a parking structure.
- The 1<sup>st</sup> and 2<sup>nd</sup> floors are public space housing the library collection, offices for staff, meeting rooms and communal space.
- The 3<sup>rd</sup> floor houses the Library Administration area.
- The Atrium encompasses two levels and is a glass and steel structure that faces James Street.

### c) Facility Condition Report and Feasibility Study

The Central Library building has been well maintained over the years with the following list a snapshot of the more significant renovations in the last few years.

Skylight replacement	2000
Carpet replacement	2000-2001
HVAC design & installation	2003
Life safety system	2007
Main entrance doors replaced	2009
Storage facility	2011-2012
Window & glass replacement	2012-2013
Meeting room and washroom accessibility improvements	2013
Replacement of lights to LED	2015
Circulation desk replacement	2018
Basement floor replacement	2018
BAS upgrades	2018

Elevator and dumbwaiter modernization	2020
Roof replacement (in progress)	2021
HVAC replacement (planning underway)	2022

In 2018, a condition assessment report was prepared by WSP Canada Inc. This report outlined the building condition is serviceable but “lifecycle renewal of major components is expected”. This has led to the initiatives to modernize the elevator and dumbwaiter, roof and HVAC replacements. Copy will be provided to the successful proponent upon issue of a purchase order.

In late 2019 and early 2020, a feasibility study was conducted to assist the SCPL to identify & develop the best design strategies to create more functional spaces within the Central Branch; and assist with the advancement of the Library’s delivery model to improve the visitor experience through the next 20 years. Copy will be provided to the successful proponent upon issue of a purchase order.

d) Project Description

The Library has the following objectives for this project:

- Redesign the interior space of the Central Library to be convertible, flexible, and adaptable. The use of physical walls to separate areas or zones should be minimized. Flexible design and multi-use spaces are encouraged;
- Redesign the exterior space of the Central Library to be welcoming and appealing. The Central Library needs to be identifiable from James Street, Church Street, and Carlisle Street, and accessible to customers who drive, walk, cycle, or take public transit.
- Repurpose existing staff area on the 3<sup>rd</sup> floor of the Central Library to provide additional public space;
- Redesign the Atrium of the Central Library and make it a vibrant area with purpose that entices customers;
- Children’s area needs to be fun, interactive, and encourages reading, exploration, learning and play. It should be located in a highly visible area that helps showcase programs and activities at the Central Library;
- Teen area needs to demonstrate its own uniqueness and has a focus on teen activities, such as technology and music;
- Special Collection needs to be integrated as part of the Central Library Collection with proper signage;
- Public computer area needs to be open, promote easy access, and be directly monitored by staff;
- The Central Library needs to offer a comfortable and quiet reading area that is shielded from noise and activity;
- The Central Library needs to offer a study area that can accommodate both collaborative team work and individual study;
- The Central Library needs to provide meeting and programming spaces that are flexible and can accommodate various activities, such as formal meetings, instructions, presentations, and story times;
- Strategically located and prominent service points are necessary for the Central Library to provide services. These service points need to be positioned to allow staff clear sightlines throughout the Central Library and will be of various heights to accommodate all customers;
- A reduction of the number of fixed service points is required as the Library encourages staff to roam and help customers on the floor so easy access to computer stations is expected;
- A small coffee shop/food concession area will be incorporated into the design and preferably it is located away from the main library area of the Central Library;

- Centralized staff work area is preferred to promote team building and foster the development of cross-functional teams. Workstation layout should be flexible and promote ease of movement. Offices are also needed to hold confidential meetings;
- A staff lounge area will be provided to staff so they can relax and reenergize. This area may be close to the coffee shop/food concession area and away from the staff work area;
- Technology should be seamlessly integrated into the overall renovation design including furnishings. Self-serve stations need to be positioned close to the service point at the main entrance and easily identifiable. Digital screens for promotion of library and community programs and services are prominent;
- The Central Library must adhere to all standards and legislative requirements in the Accessibility for Ontarians with Disabilities Act, 2005. This includes barrier free design with accessible shelving standards and accessible technology.

e) Scope of Work

This project is divided into two phases:

**Phase 1**

The successful proponent is expected to perform the following tasks:

1. Review all documentation for the existing building, including but not limited to architectural, structural, electrical and mechanical drawings. Information gaps are to be identified by the consulting firm with recommendations on how to rectify them.
2. Provide drawings to reflect existing conditions for identified building areas.
3. Based on the project requirements in d) Project Description, liaise with library staff to determine user requirements and design elements.
4. Arrange meetings with city staff to gather additional information about the existing building and its surroundings.
5. Provide conceptual plans and layout options, including a cost estimate within an acceptable range based on the most recent construction industry unit prices. Detailed design development or the provision of construction documents will not be required in this phase.
6. Provide a code report on the proposed renovations as required.
7. Provide interim graphics indicating conceptual design and layout options following each preliminary design meeting for library staff review and comments. Library comments are to be incorporated into updated preliminary design prior to the next meeting. Library staff will be given a final opportunity to comment and additional refinements to the design will be incorporated into the final product prior to the cost estimate. The final product will consist of a written report with the preliminary drawings and outline specifications. The Library requires one digital copy of the final report.
8. Organize community information sessions and present to Library Board and potentially City Council.

**Phase 2**

The successful proponent is expected to perform the following tasks:

1. Prepare detailed drawings, graphics and other related documents including cost estimates for all required City approvals, including, but not limited to a building permit. Library staff will assist during the process.
2. Prepare contract documents and other related information necessary for tendering of the project for construction.
3. Assist library staff in responding to questions, preparing addendums, evaluating responses, and determining compliance with the Proposal. The Library strictly follows the City of St. Catharines Procurement Policy

[https://www.stcatharines.ca/en/documents/documentuploads/PoliciesAndProcedures/doc\\_637212660130029130.pdf](https://www.stcatharines.ca/en/documents/documentuploads/PoliciesAndProcedures/doc_637212660130029130.pdf)

4. Provide contract administration services during the construction phase, through to the completion of the project, including any contract deficiencies and warranty periods.

f) Project Timeline

- |                              |                                |
|------------------------------|--------------------------------|
| 1. Issue Request of Proposal | August 30, 2021                |
| 2. Mandatory Site Visit      | September 15, 2021 at 10:30 AM |
| 3. Deadline for Questions    | September 22, 2021             |
| 4. Proposal Submissions      | October 1, 2021 at 2:00 PM     |
| 5. Recommendation of Award   | October 21, 2021               |
| 6. Award of Contract         | October 25, 2021 (tentative)   |
| 7. Start of Contracted Work  | November 1, 2021 (tentative)   |

The Library Board reserves the right to alter the schedule from items 5 to 7.

g) Mandatory Site Meeting

A mandatory site meeting for all proponents will be held at 10:30 AM on September 15, 2021 at the Central Library, located at 54 Church Street, St. Catharines, ON L2R 7K2. Proponents are requested to meet in the Mills Room of SCPL.

h) Fees

The proponent shall provide in the RFP, a fee for the Phase 1 and Phase 2 work as outlined below:

i. Phase 1 Fees

The proponent shall provide a fixed fee schedule for the Phase 1 work outlining the time schedule and man-hour budget for each task, with a detailed breakdown of number and role/position of personnel involved in each task. Allowance for disbursement should be built into the fee schedule, in which all disbursements and fees shall be clearly shown where applicable. A total fixed fee for the Phase 1 work shall be clearly shown, including all sub-consultant fees.

ii. Phase 2 Fees

The proponent shall indicate a fee broken down by each percentage for the Phase 2 work based on the estimated construction contract value (excluding soft costs and miscellaneous project costs), provided at the completion of the Phase 1 work. The percentage fee shall apply to the design development, contract documents, tendering, and contract administration steps with clear breakdowns.

i) Minimum Qualifications and References

All proponents must have at least ten (10) years of experience with contracts of similar size, scope, and nature. Proposal submissions shall include a list of at least three (3) relevant completed projects with references and telephone numbers/email contact information for each key personnel. By submitting a proposal, the proponent consents to the SCPL contacting these references at its discretion, and consents to the SCPL also contacting any other organization for the purposes of evaluating the proposal.

j) Proposal Submission and Content

As a potential supplier of these professional services, proponents are invited to submit a proposal in accordance with the terms, conditions, detailed in this document. To ensure a proposal is considered for evaluation it should include all the information requested and be presented in the order described below:

i. Form of Proposal

The respondent should complete and submit the Form of Proposal as provided in this document.

ii. Title Page

Include RFP title and number, closing date, legal company name of the proponent, address, contact name, email address and phone number.

*iii. Cover Letter*

A cover letter is dated and signed by a person authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the bidding consultant or firm. It needs to include a statement indicating your firm's understanding of the proposed project and the deliverables required as well as an indication of any proposed deviations or exceptions to the terms and conditions outlined in this RFP document.

*iv. Executive Summary*

Summarize the highlights of the key features and benefits of the proposal and convey the consultant's understanding of the purpose and expected outcomes of the project.

*v. Company Profile and Personnel*

Include a brief introduction of the company, its history, major projects in the past, and recent projects of similar scope. Identify the lead consultant and provide a breakdown of qualifications for each member of the project team including:

- Name
- Role
- Responsibility
- Location
- Estimated amount of time dedicated to the project
- Resume, showing education, professional certifications, and length and type of experience

*vi. Work Plan*

Include a description of the methodology, tasks, timeline, and estimated amount of time that would be spent on the Phase 1 and Phase 2. Please also provide a detailed implementation plan on Phase 1 and Phase 2 which clearly indicates how and in what time frame you envision the scope of work to be completed.

*vii. Exclusions or Exceptions*

Note any parts of the proposal that is beyond the expertise of the consultant, or would be better handled by library staff.

*viii. Schedule of Fees*

Provide a detailed breakdown associated with the project, including supplies, number of hours, hourly rates, and other miscellaneous costs. Please also include a statement indicating the hourly consulting rate that your firm would charge for work associated with this proposal but the work is deemed as additional. The lowest fee submission or any proposal will not necessarily be accepted and the Library reserves the right to reject any or all proposals received.

*ix. References*

Please supply three client references for your firm or lead consultant, including the name and address of the reference and the name, title and telephone number of the contact person. Describe how the services provided to these references are similar to the proposed project.

*x. Accessibility Declaration*

The respondent should complete and submit the Accessibility Declaration as provided in this document. Upon selection and prior to award, the selected Respondent must provide confirmation of completion of AODA training.

*xi. WSIB Certificate*

Upon selection and prior to award, the selected Respondent must provide a current Certificate of Clearance from the Workplace Safety and Insurance Board.

*xii. Insurance Certificate*

Upon selection and prior to award, the selected Respondent must provide a current Certificate of Insurance as per the RFT requirements.

# Form of Proposal

To: The St. Catharines Public Library

The undersigned have carefully read the information contained in the Request for Proposal document and have examined the specifications and bid requirements and have otherwise satisfied ourselves as to the conditions under which the service is to be provided, and do hereby offer to enter into a contract with the St. Catharines Public Library, for the Central Library Renovation Conceptual & Detail Architectural Plans according to the Terms and Conditions and for the amounts herein stated.

I/WE have received and allowed for Addenda numbered as follows: \_\_\_\_\_

Please ensure that quote submission is complete. The submission must include the Form of Proposal, the Accessibility Declaration, and References.

Company Name			
Address			
City			
Province		Postal Code	
Phone		Facsimile	
Email		Website	
Proposal Amount (Before HST)			
HST			
Total Proposal Amount			
Signature			
Print/Type Name			
Title			
Dated			

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our quote submission is correct.
3. Except as expressly and specifically permitted in the instructions to bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this bid

process, and by submitting a quote each bidder shall be deemed to have agreed that it has no such claim.

4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.

5. To the best of my/our knowledge and belief no member of Library Board and no employee of the St. Catharines Public Library is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this agreement, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

6. My/Our bid submission will remain open for acceptance for a period of ninety (90) business days after opening of the submissions and the St. Catharines Public Library may at any time within this period accept our bid submission.

7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the bidder as set out in the contract.

8. I/We agree if awarded the contract that I/we will supply at the time of issue or execution of the contract, at my/our expense, a copy of our letter of incorporation, certificate of corporate status, or business registration.

The bidder must state whether the bidder is a corporation, person, partnership, consortium, sole proprietorship or other legally recognized entity.

If the bidder is a corporation, partnership, consortium, sole proprietorship, or joint venture, the bidder must state the bidder's legal name and any other names under which the bidder carries on business.

Authorized Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

# Accessibility Declaration

## Declaration of Accessibility Compliance

Company Name:	
Print name:	
Title:	Dated:

I/we acknowledge that as a Contractor/Consultant of the St. Catharines Public Library we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature: \_\_\_\_\_

Dated: \_\_\_\_\_