



REQUEST FOR PROPOSAL STRATEGIC PLANNING RFP #24-01

Closing Date & Time:
February 23, 2024 at 12:00:00 P.M.

Proposal submissions are to be delivered electronically to the:
purchasing@myscpl.ca

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

Invitation

The St. Catharines Public Library is inviting proposals to develop the Library's Strategic Plan.

Refer to Specifications and Bid Requirements for detailed information.

Proposals, on the attached Form of Proposal, will be received by email at purchasing@myscpl.ca, **no later than 12:00:00 p.m. EST as determined by the clock of the Library email server on Friday, February 23, 2024**. Proposals received after this time will be discarded.

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.

Form of Proposal

Proposals must be submitted on the attached Form of Proposal in PDF format and emailed to 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.

Submission of Proposals

Submissions shall be by email to 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.

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.

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 4 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.

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.

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.

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.

Improper Proposals

Proposals which are incomplete, conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind, may be rejected as improper. Proposals 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.

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.

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.

Procurement Policy

The Library adopts 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 <http://www.stcatharines.ca/en/investin/resources/ProcurementPolicy.pdf>

Specifications

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

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.

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.

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.

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 7 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

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 postconsumer 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.

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.

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.

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 proposal any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential. The Library reserves the right to discuss any and all proposals, to request additional information from Proponents and to accept or reject any and all proposals. Questions about the collection of information should be directed to the Business Administrator or the Chief Executive Officer at SCPL.

Proponents Involved in Litigation with the St. Catharines Public 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 proposal 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 proposal is received from a Proponent, against whom the Library is pursuing litigation, The Library shall be entitled to reject any proposal 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 proposal for this contract that, should its proposal 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.

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, 9 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.

Specifications and Bid Requirements

The St. Catharines Public Library (Library) is seeking submissions from qualified respondents to update the Library's Strategic Plan.

Introduction

The St Catharines Public Library (SCPL) is seeking an experienced contractor to develop a 4-year strategic plan (2025 to 2028) for the library. Specifically, the Library Board expects a service plan that includes goals, measurable objectives, and proposed

activities to meet community needs for the next five years. The plan should also address the implication of the proposed goals for the library's collections, technology, staffing and facilities.

The successful applicant must have extensive organizational strategic planning experience, as well as the capability to facilitate planning meetings and conduct research. Experience in the library or cultural non-profit section is preferred, but not required.

Library Background

The St. Catharines Public Library 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, 3 Branches, and 1 mini-library locker/kiosk) offer a variety of materials in its digital and physical collections, adult/children's programs, and access to computers and wireless Internet.

The library is governed by a 9-member Board comprising 7 citizens and 2 elected representatives from City Council. The Chief Executive Officer reports to the Board and leads a team of seven managers, who oversee the work of almost 90 full and part-time employees including 30 professional librarians with Masters of Library and Information Science degree. SCPL's current (2024) operating budget is around \$7 million. The Library is primarily funded by the City of St. Catharines. The City provides approximately 92% of the library's revenue, with a small portion (8%) from Provincial Operating Grant, fees and fines, fundraising, and other miscellaneous revenue sources.

Development of the 2025 to 2028 plan will be undertaken in the final year of the previous plan, so it provides an opportunity to evaluate the expiring plan and identify challenges and successes to help develop the next plan. The Management team plans to develop an annual work plan based on the Strategic Plan and report to the Board quarterly on the progression of annual action items.

The strategic planning process will require meaningful engagement with the Board, staff, key stakeholders, and the general public.

Data Collection and Analysis Services

- Develop a local demographic profile of the current and future population of St. Catharines to assist in the identification of the current and future potential users of the library.
- Develop a statistic data profile focusing on specific neighborhood demographic in St. Catharines to assess the adequacy of library services provided.
- Compare data collected from libraries in Ontario serving a similar sized population to identify gaps and needs.
- Perform a public library environmental scan to identify trends and issues impacting public libraries now and in the future.
- SWOT or Trend Analysis.

Facilitation, Evaluation, Stakeholder Input and Writing Services

- An initial planning meeting with the contractor and the Library's Board Chair, Board Vice-Chair, Chief Executive Officer, and Business Administrator;
- Individual interviews with Board members (9 persons) and the Management Team (8 persons). Contractor to establish appropriate time and resources to conduct these sessions;
- Facilitation of a half-day workshop. Based on the feedback from Board members and Management Team individual interviews, this workshop is intended for the contractor to foster a group discussion on the Strategic Plan and gather further information and feedback;
- Facilitation of several consultation meetings to gather information and feedback from stakeholders, community partners, staff, and library users;
- Facilitation of an online and in-person survey to gather information and feedback;
- First draft of an Library Strategic Plan, based on the individual interviews, group discussion and survey results, to be developed by the contractor;
- Potential facilitation of a second half-day workshop with Board members and Management Team by the contractor to present the first draft and gather input and/or identify possible revisions to the draft;
- A final draft of the Library Strategic Plan to be developed by the contractor and presented to Library Board.

The consultant will provide the Library with the final draft Strategic Plan along with detailed notes from the individual interviews, workshop and pre/post meetings.

SCHEDULE DESCRIPTION

RFQ Publish Date

DATE

January 22, 2024

Deadline for Questions

February 2, 2024, 12:00 pm

Answers / Addendum Deadline

February 9, 2024, 12:00 pm

RFQ Closing Date

February 23, 2024, 12:00 pm

SUBMISSION REQUIREMENTS

Proposal Format

Proposal should include the following sections, and all costs associated to deliver the scope of work identified above. Proposals should not exceed 10 double sided pages.

General

Respondents should provide a detailed description of your interest and understanding of the project and your approach to completion. Provide a brief outline of previous

performance and experience on similar projects and the proposed methodology including innovative approaches and alternative solutions for this project. A basic project work plan should also be included.

Project Methodology and Work Plan

Provide a brief outline of previous performance and experience on similar projects and the proposed methodology including innovative approaches and alternative solutions for this project. A basic project work plan should also be included which identifies and details tasks / activities to be completed in order to meet the project requirements.

Schedule

Provide a project schedule, by task / activity and indicate the approximate timing of key events. Propose dates, milestones and sufficient definition of what tasks need to be completed. The proposed schedule should include the time required in weeks for the tasks. This may be submitted in the form of a Gantt Chart.

Description of the Team

Provide an outline of the qualifications, certifications and experience of the team member(s) proposed for this project. Identify or include resumes, certificates, accreditations and additional information as required for those individuals to be assigned to the project. This should include the respective roles and responsibility of each team member involved in the work. Indicate the previous experience that the proposed team members have and identify projects on which proposed team members worked on together.

Provide a list of subcontractors (if any).

References

Respondents should provide three (3) references from libraries and similar not-for-profit organizations for which the respondent has provided the same or similar deliverables with the exception of the St. Catharines Public Library (Library), within the past five (5) years.

The Library, at its sole discretion, may confirm the respondent's experience and/or ability to provide the work required as described in its submission by checking the respondent's references and the provision of the references by the respondent is deemed to be consent to such confirmation/contact with the references.

References at a minimum should include the following:

- o Company Name;
- o Company Address;
- o Contact Name;
- o Contact Telephone Number;
- o Contact E-Mail Address;
- o Date Work Undertaken;
- o Nature of Services Provided;

- o Value of Services Provided

Budget and Pricing

A price proposal should be included which matches the milestone dates as provided in the Gantt Chart. The following information should be included;

- o Milestone dates and payment amount (or percentage of total amount);
- o Hourly Rates for each discipline;
- o Disbursements

The upset limit for this work shall not exceed Forty thousand dollars (\$40,000.00) inclusive of all charges and disbursements, excluding applicable taxes.

Payment on all invoices shall be Net 30 days from receipt of approved invoice.

Form of Proposal

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

Accessibility Declaration

The respondent should complete and submit the Accessibility Declaration as provided in this document.

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 Strategic Planning 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			
Preferred Method of Payment (VISA, EFT, Cheque)			
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: _____