

Thorold Public Library Board

Project No. LIB 2019-01

Request for Proposals

Feasibility Study

Information to Proponents and Specifications

Due no later than 2:00 p.m., Wednesday, May 29, 2019

All inquiries should be directed to:

Joanne DeQuadros
Chief Librarian
905-227-2581
jdequadros@cogeco.net

DEFINITIONS

Board	The Thorold Public Library Board, responsible for the contract.
Building Committee	The Committee formed by the Thorold Public Library Board for the purpose of evaluating facility/site study Proposals.
Company	The person, contractor, firm or corporation to whom the Thorold Public Library Board has awarded the contract, its successors and assigns.
Contract	The written agreement resulting from this Request for Proposal executed by the Board and the Company.
Library	The Thorold Public Library.
Municipality	The Corporation of the City of Thorold.
Proponent	The Company submitting a Proposal to the Thorold Public Library Board.
Proposal	An offer by a proponent in response to the document issued by the Thorold Public Library Board.
Subcontractor	A person, contractor, firm or corporation having a contract with the Company for, or any part of, the Work.
Work	All labour, materials, products, articles, services, supplies, and acts required to be done, furnished or performed by the Company, which are subject to the Contract.

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Thorold Public Library Board

Project No. LIB 2019-01

Request for Proposals

Feasibility Study

A. INFORMATION TO PROPONENTS

1. General Description

The Thorold Public Library Board seeks to obtain the services of a qualified and experienced library facilities expert to conduct a facility/site study of the Thorold Public Library and to provide a detailed report to the Thorold Public Library Board.

This request for formal proposals will be referred to as the “**REQUEST FOR PROPOSALS – FEASIBILITY STUDY.**”

All firms or persons submitting proposals shall have demonstrated experience in library facilities.

All inquiries are to be directed to:

Joanne DeQuadros
Chief Librarian
14 Ormond Street North
Thorold, ON L2V 1Y8
905-227-2581

2. Delivery of Proposal

Proposals must be received no later than up to **2:00 p.m., local time Wednesday, May 29, 2019.** Under no circumstances will proposals be considered after this time, on the same date, at City Hall, City of Thorold. Proposals must be plainly marked to reveal the contents and the Proponent’s name and address.

3. Opening of Proposals

The proposals will be opened publicly at **2:05 p.m., local time Wednesday, May 29, 2019,** at City Hall, 3540 Schmon Parkway, Thorold, Ontario. Prices as submitted will **not** be read aloud during the opening of the proposals. The receipt of submissions and the name of the Proponent will be read aloud and recorded as per the City of Thorold Procurement Policy.

4. Omissions and Discrepancies

Should a Proponent find discrepancies in or an omission from the contract documents, or should they be in doubt as to their meaning, they should notify the Chief Librarian, who may issue a written addendum.

No oral interpretations shall be made to a Proponent as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. Every request for interpretation shall be made in writing to:

Joanne DeQuadros
Chief Librarian
14 Ormond Street North
Thorold, ON L2V 1Y8
jdequadros@cogeco.net

Subject Line: "Feasibility Study"

Questions must be received no later than Wednesday, May 22, 2019. The Library Board may, at its discretion consider or respond to questions posted after this date, but is under no obligation to do so.

This RFP may only be amended by addendum. Information, clarification, responses or instructions provided in any other means, regardless of setting or context, are not binding on the City and Board, and should not be relied upon unless an addendum is issued.

Any addendum issued under this RFP will become part of the RFP and Proponents will be required to acknowledge the addenda in their submissions.

In order to receive addendums, proponents should visit the City's website:
www.thorold.ca

Should the Chief Librarian issue an addendum during the proposal period, the Proponent shall include same as part of this Contract.

No Board member or employee of the Thorold Public Library Board or the Corporation of the City of Thorold is authorized to orally alter any portion of the document.

5. Ability and Experience of Proponent

This contract will not be awarded to any Proponent who does not furnish satisfactory evidence that the Proponent has ability and experience in this class of work and that

they have sufficient capital and plant to enable the Proponent to execute and complete the same successfully.

6. Time Frames

The Thorold Public Library approximate time frames are as follows:

RFP Close date:	May 29, 2019
Commencement of RFP Evaluations:	June 3, 2019
Final Recommendation:	June 17, 2019
Project Commencement:	June 24, 2019
Substantial Completion:	December 17, 2019

7. Proposal Evaluation

Each Proposal will be evaluated on the basis of criteria outlined in Section F.

The lowest Proponent will not necessarily be awarded the contract as the proposals will be subject to the evaluation process.

8. Firm Identification and Contract

Each Proponent should provide the full legal corporate name of each corporate identity involved in the proposal, and the name, title, address, telephone number, URL website address, and email address of the individual to be contacted with respect to the submission.

i) Subcontractors

If applicable, the Proponent shall provide to the Library Board a firm list of the names, addresses of the Subcontractors whom the Proponent will use for Work and the percentage of value of the Work contracted (APPENDIX D). The Library Board reserves the right to accept or reject Subcontractors.

Proponent's Subcontractors will be required to provide a current Workplace Safety and Insurance Board clearance certificate and proof of liability insurance (\$5,000,000) to the Library Board prior to commencing Work.

The Proponent agrees to be fully responsible to the Board for acts and omissions of their Subcontractor and of persons directly or indirectly employed by them. Nothing in the contract documents shall create any contractual relationship between any Subcontractor and the Board.

9. References

The Proponent will provide a Company background (Section E), including references (APPENDIX C) in their proposal.

10. Incurring Cost

The Thorold Public Library Board is not liable for any costs incurred in replying to this RFP and for subsequent negotiations with the Board, if any.

11. Proprietary Information

Any restrictions on the use of data contained within a Proposal and all confidential information must be clearly identified within the response.

12. General Terms and Conditions

This Request for Proposals is subject to the City of Thorold's Procurement Policies and Procedures as outlined in the City of Thorold Purchasing By-Law.

13. Right to Accept or Reject Proposals

The Thorold Public Library Board reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the Library to do so.

14. Irregular Proposals

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected in accordance with the City of Thorold's Procurement Policy.

15. Withdrawal or Qualification of Proposals

A Proponent who has already submitted a Proposal may submit another Proposal at any time up to official closing time. The last Proposal received shall supersede and invalidate all Proposals previously submitted.

16. Contract

Any contract between the successful Proponent and the Thorold Public Library Board is sufficient to the execution by both parties of a written agreement incorporating the terms and conditions of the contract, including those set out as “**TERMS AND CONDITIONS.**”

17. Failure to Execute Contract

Failure to confirm execution of the contract in written form, within the thirty (30) days of Notice of Award shall be just cause for the cancellation of the Contract Award.

The Board shall then have the right to award the contract to any other Proponent or to abandon the results and conduct a new Request for Proposals.

B. TERMS AND CONDITIONS

1. Submission of Proposal

Proposal invitation shall be in accordance with the Corporation of the City of Thorold's Procurement/Purchasing By-law and will apply for the calling, receiving, and opening of Proposals. The Board will be responsible for evaluating Proposals, awarding and administering the contract in accordance with the Procurement/Purchasing By-law. A current copy of the Corporation of the City of Thorold Procurement/Purchasing policy will be provided upon request.

The Proposal must be submitted on the form(s) and in a sealed envelope, unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e. courier envelopes or other coverings. The envelope shall be marked with the project number and the name of the Proponent and shall contain:

- i) The Form of Proposal, including the itemized Proposal and Proponent's Experience form as part of the complete Contract Documents.

The Proposal must be signed and sealed by a designated signing officer of the Proponent. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents.

The Proposal must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Each Proponent is asked to submit four copies of their proposal – One (1) bound original copy identified as “Master” and three (4) copies marked as “Copy”, sealed and clearly marked as to contents.

A Proposal received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Board shall be final.

2. Contract

The Contract consists of the documents aforementioned as defined in the Definitions Section on page 2 - Contract.

The intent of the Contract is that the Company shall supply Work which is fit and suitable for the Board’s intended use and complete for a particular purpose.

None of the conditions contained in the Proponent’s standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Board and specifically referred to in the Contract.

3. Proof of Ability

The Proponent shall be required to show, in terms of experience, evidence of its ability, as well as that of any proposed Subcontractor, to perform the Work and complete it by the specified delivery date.

4. Pricing

Prices shall be firm in Canadian Funds, quoted separately for each item stipulated.

Prices shall be firm for the duration of the contract.

Prices proposed must include all incidental costs and the Proponent shall be deemed to be satisfied as to the full requirements of the Proposal. No claims for extra Work will be entertained and any additional Work must be authorized in writing prior to commencement. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

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 Board.

5. Terms of Payment

The Board will make progress payments, if required, based on a mutually agreed upon schedule.

No payment will be made until the award is approved and the notification by the Board is received. Under no conditions will the Board be liable for the payment of any interest charges associated with the cost of this contract.

Payments made hereunder, including final payment shall not relieve the Company from its obligations or liabilities under the contract.

The Contract may contain a provision whereby the Board will hold back a portion of the total Contract price until the requirements of the Contract have been met.

6. Proposal Acceptance

Proposals shall be irrevocable for 90 days after the official closing time.

The placing in the mail or delivery to the Proponent's shown address given in the Proposal of a notice of award to a Proponent by the Board shall constitute notice of acceptance of the Contract by the Board to the extent described in the notice of the award.

7. Default by Proponent

If the Proponent 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 Proponent makes a general assignment for the benefit of its creditors; then, in any such case the Board may, without notice, terminate the Contract.

Any termination of the Contract by the Board as aforesaid shall be without prejudice to any other rights or remedies the Board may have.

8. Contract Cancellation

The Board shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the Work or part thereof. In the event of such cancellation, the Board and the Company may negotiate a settlement. The Board shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the Work.

9. Character and Employment of Workers

The Company shall employ only competent and skillful staff to ensure that the Work is carried out in a respectful manner.

In the event that any person employed by the Company in connection with the Work arising out of this Proposal gives, in the opinion of the Board, just cause for complaint, the Company upon notification by the Board in writing shall not permit such person to continue with any future Work arising out of this Work.

10. Workplace Safety and Insurance Board (WSIB)

The Company will be required to supply the Board with a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.

11. Insurance

The Company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$2,000,000 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The Company shall maintain and pay for Automobile Liability insurance in respect of licensed vehicle and shall have limits of not less than \$5,000,000 inclusive per occurrence covering all licensed vehicles owned or leased by the Company.

The Company's insurance policy shall include the Corporation of the City of Thorold, Thorold Public Library Board and Thorold Public Library as additional insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the Board prior to commencement of the Work. Further certified copies shall be provided upon request.

The Policies will not be cancelled or permitted to lapse unless the insurer notifies the Board in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Company will ensure that any and all Subcontractors also have valid insurance coverage.

12. Company Indemnity

The Company shall indemnify and hold harmless the Corporation of the City of Thorold, the Thorold Public Library Board, Thorold Public Library and their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or attributable to the Proponent's performance of the

contract providing that any such claims, damage, loss or expense are caused by a willful or negligent act or omission of the Proponent or anyone for whose act they may be liable.

The Company must be in compliance with all applicable Provincial and Federal Acts and Laws.

13. Compliance with Legislation

The Company and any of its Subcontractors shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the Work outlined in the Contract or to the Employees of the Company. This includes compliance with but is not limited to the statutory requirements imposed by the Occupational Health and Safety Act and the Accessibility for Ontarians with Disabilities Act.

14. Municipal Freedom of Information and Protection of Privacy Act

All correspondence, documentation, and information provided to staff of the Board by every offer, including the submission of Proposals shall become the property of the Board, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant of the Act.

C. BACKGROUND AND CONTEXT

Thorold Public Library serves a vibrant and growing community of almost 19,000 residents. Thorold is known for the Welland Canal's Twin Flight Locks where ships climb the mountain. Each year thousands of tourists visit these locks. Located centrally in the Niagara Region, Thorold is comprised of: Thorold South, Allanburg, Port Robinson, Thorold, Confederation Heights, West Community and Rolling Meadows. Thorold is also home to the Niagara Regional Government Offices.

The library is housed in an approximately 9,000 square foot, one floor building at the heart of historical downtown Thorold. In 1983, the library was built adjacent to Chestnut Hall, a historically designated building built in 1862. The library's meeting room, storage, public washrooms and utilities are located in Chestnut Hall. A public parking lot is

behind Chestnut Hall. The library's annual budget in 2019 is \$642,000. The Library Board currently employs five full time, five part time and 4 casual staff.

In 2018, the library ran 539 programs with 7,206 participants, an increase of 7.5% from the previous year. The library runs a makerspace inside the library proper two afternoons a week and gardens all year round inside and outside. Wireless Internet and computers were also well used in 2018 for a total of 11,312 hours. The total number of items physically housed in the building is 83,269 with new material arriving daily.

D. PROJECT SCOPE

The Board is seeking the services of a library facilities expert for the purpose of:

- Assisting in identifying guiding principles for facility development
- Assess/identify the current deficiencies within the Thorold Public Library
 - Complete a functional audit to identify industry standards, evaluate the Library in relation to those standards, compare compliance with standards in other similar-sized libraries, survey staff and library users about facility deficiencies
- Present a preferred service delivery model for the Thorold Public Library
 - Seek feedback from community and staff regarding the service delivery model and recommend revisions to the model accordingly
- Determine the optimum library size for the Thorold area
 - Propose an optimum library size based on industry standards and future growth, outline services to be offered in the facility and determine functional areas and the kinds of spaces required
- List general space/design requirements for a renovated/expanded facility
- Explore partnership opportunities for a renovated/expanded facility
- Outline expected service improvements with a renovated/expanded facility
- Establish site criteria and recommend sites in Thorold
- Provide cost estimates associated with a renovated/expanded facility based on preferred site and size

All recommendations of this study will be framed in the context of:

- The Ontario Public Libraries Act
- The Accessibility for Ontarians with Disabilities Act
- Ontario Public Libraries Guidelines and/or Rural/Urban Public Library Systems
- The City of Thorold Strategic Plan and any applicable Master Plans
- Our specified local setting in Thorold
- A realistic financial outlook

Deliverables:

1. Consultation with the Chief Librarian throughout the course of the project
2. Consultation with library staff and members of the community of Thorold
3. An interim report to the Board on development principles, deficiencies of the current facility and the preferred service delivery model
4. A comprehensive final report to be presented at a meeting of the Board
5. A presentation of the report's recommendations to Thorold City Council as directed by the Board

Project Budget:

The budget for this project must include all expected expenses including research, writing, travel, and convening as well as applicable taxes must not exceed \$35,000. Proponents are encouraged to submit a scoped approach or methodology that they feel is appropriate and effective to meet the project requirements.

E. PROPOSAL CONTENT

1. Proposal Format

In order for the Building Committee to evaluate the Proposals fairly and completely, Proponents should provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Proponent being disqualified or scoring poorly in the evaluation.

2. Response Table of Contents

For the Facility/Site Study Proposal the Proponent should provide a Table of Contents adhering to the following format:

Section 1	Form of Proposal (APPENDIX B)
Section 2	Introduction
Section 3	Company Background, Experience and Qualifications
Section 4	Project Methodology
Section 5	Value Added Elements, if any
Section 6	Breakdown of Costs and Fees
Section 7	Completed List of References (APPENDIX C), List of Proposed Subcontractors (APPENDIX D), if any

3. Submission Requirements

i) Company Background, Experience and Staffing Qualifications

The Proponent should provide the following organizational details:

- a) Contact information and location including contact name, title, telephone and fax numbers, mailing address, and email address of the primary contact person for any inquiries related to this RFP;
- b) A brief statement of your corporate purpose and Company philosophy;
- c) A brief overview of your Company history and background;
- d) Details of Company size, organizational structure, management processes;
- e) An organizational chart specific to the key personnel assigned to accomplish the Work as disclosed in this RFP. Provide a Work plan detailing the organization's project manager and the key project team including their experience and qualifications. Illustrate the lines of authority; designate the individuals responsible and accountable for the completion of each component and deliverable of the RFP, and indicate the percentage of time each member of the project will allocate to each project component/deliverable;
- f) That the Project Manager and Project team members have relevant experience in library facility/site studies demonstrated through background, qualifications and examples/portfolio; and
- g) Examples of completed projects of similar size and complexity.

ii) Project Methodology

The Proponent should provide:

- a) A thorough narrative account that indicates that any development for the project will be completed for the pricing quoted;
- b) A project Work plan and schedule;
- c) A timeline that identifies realistic milestones and deliverables;
- d) Description of how the project will be managed; and
- e) A project plan that includes and clearly identifies the roles of both the Board and the proponent

iii) Value Added Elements

- a) Detailed discussion of additional value added functionality and/or proposed interesting alternatives that will provide benefits to the Thorold Public Library now and in the future

iv) Client References

- a) Submissions are to include a listing of at least three (3) references the Building Committee may contact. The Building Committee reserves the right to contact the references provided, or any others deemed appropriate by the Building Committee. References should be from clients for whom the Proponent has

provided products and services of a similar size and scope to the requirements disclosed in this RFP, performed in the last five years; and

- b) In each case, include the Company Name, Title of the Project, a brief description of the project size, scope, and value services provided, Contact Person(s), Contact Title, Phone Number and Email Address

v) Subcontractors

The Proponent must provide the following information concerning each prospective Subcontractor with the Proposal submitted:

- a) Complete name of the Subcontractor;
- b) Complete address of the Subcontractor;
- c) Type of Work being subcontracted;
- d) Percentage and value of Work being subcontracted;
- e) Written statement signed by each proposed Subcontractor that clearly verifies that the Subcontractor has relevant experience and is committed to render the services required by the Contract.

Proponents' failure to provide this information may be cause for the Board to reject the Proposal.

F. EVALUATION AND SELECTION

1. Evaluation Criteria and Selection Process

- i) The successful Proponent and staff should have the necessary skills, knowledge and experience to meet the requirement of this RFP;
- ii) As part of the selection process, the Building Committee may contact one or more Proponents to clarify or obtain more information about their Proposal or to request the Proponent to exhibit or otherwise demonstrate the information contained therein; and
- iii) The Building Committee may also conduct discussions with Proponents for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the Building Committee. The Building Committee or the staff contact will only hold discussions with Proponents who have submitted a Proposal deemed to be reasonably acceptable for Award.

2. Maximum Evaluation Points Summary

- i) Understanding of Project/Requirements (10 points)

- a. The extent to which the Proposal demonstrates a thorough understanding of the components of the project;
 - b. The extent to which the project plan clearly explains the steps the Proponent will undertake in providing the required services; and
 - c. Additional value added alternatives that will provide benefits to the Thorold Public Library and in the future.
- ii) Project Methodology (30 points)
- a. The extent to which the project Work plan and schedule is comprehensive, achievable and logical;
 - b. A timeline that identifies realistic milestones and deliverables; and
 - c. A project plan that includes and clearly identifies the roles of both the Board and the Proponent.
- iii) Company Background and Staffing Qualifications (30 points)
- a. Relevant qualifications/experience of Company, Project Manager and Project Team including any Subcontractors.
- iv) Costs and fees (30 points)
- v) Client References (Pass/Fail)
- vi) Maximum Points Available (100 points)

3. Award

- i) The Board will recommend award to the Proponent achieving the highest combined score based on the rated criteria.
- ii) The Board reserves the right to:
 - a. Issue an Award for this Work in whole or in part; or
 - b. Refrain from making an Award if it determines to be in its best interest.
- iii) The Board may make an Award on the basis of the Proposals received without discussion. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.
- iv) The successful Proponent will be notified of the Award in writing to the address given on the "Form of Proposal", and may be contacted verbally by the Board's staff contact identified in the document.
- v) No liability shall accrue to the Board for its decision in this regard.

APPENDIX A- QUESTION SUBMISSION TEMPLATE

QUESTIONS FOR CLARIFICATION

To: Thorold Public Library
14 Ormond Street North
Thorold, ON L2V 1Y8
Chief Librarian
Attention: Joanne DeQuadros

Date: _____

Time: _____

Email: jdequadros@cogeco.net

Company Name: _____

Contact Name: _____

Telephone: _____

Email: _____

Fax: _____

Reference to Section _____ on Page Number _____ of this RFP.

Question:

Total Number of Pages (including cover) _____.

APPENDIX B – FORM OF PROPOSAL

Company Name (herein after called the Proponent): _____

Mailing Address: _____

Email Address: _____

Phone Number: _____ Alt number: _____

Website: _____ WSIB Account #: _____

HST Account #: _____ Years in Service: _____

Proponent's Representative: _____

Authorizing Signature, Authority and Title: _____

Dated at: _____ this _____ day of _____, 20____

<p>Proposal prices shall be payable in Canadian Funds, F.O.B. Destination, unless otherwise indicated. Ontario Retail Sales tax and the Federal Goods and Services Tax, if applicable, shall be quoted as a separate item.</p>		
<p>It is understood, by signing and submitting this Proposal, the above signed is/are fully aware of the requirements outlined herein. Furthermore, it is certified that the above signed is/are authorized and empowered to sign and submit this Proposal.</p>		
<p>Library</p>	<p>\$</p>	<p>\$</p>
<p>Facility/Site Study</p>	<p>_____</p>	<p>_____</p>
<p>Price</p>	<p>H.S.T</p>	<p>Total Price</p>

APPENDIX C – CLIENT REFERENCES

Proponents are to complete the Reference Form and attach it to their proposal submission. Any Proposal received that does not include the Reference Form may be considered as “incomplete” and may be rejected by the Board.

Please state the name of the Company, address, phone number and contact person where similar Work, service or delivery of products or materials have been performed within the past five (5) years. The Board reserves the right to contact any or all of a Proponent’s references.

Reference #1	Proponent’s Reference Details
Company	
Address	
Contact Person/Title	
Contact Phone Number	
Contact Email	
Project Title	
Year Project Completed	
Description of Contract/Project	
Value of Contract/Project	

Reference #2	Proponent's Reference Details
Company	
Address	
Contact Person/Title	
Contact Phone Number	
Contact Email	
Project Title	
Year Project Completed	
Description of Contract/Project	
Value of Contract/Project	

Reference #3	Proponent's Reference Details
Company	
Address	
Contact Person/Title	
Contact Phone Number	
Contact Email	
Project Title	
Year Project Completed	
Description of Contract/Project	
Value of Contract/Project	

APPENDIX D – SUBCONTRACTORS

Below is a list of all primary subcontractors and suppliers who will be retained for the execution of the Contract.

Full Name and Address	Work to be Subcontracted	Percentage and Value of Work Contracted