

REQUEST FOR PROPOSAL
FOR
DATE DUE SLIP ADVERTISING SERVICES

SEALED PROPOSALS clearly marked as to contents, will be received for the above

PROPOSALS must be hand delivered to:

**Toronto Public Library,
Front Security Desk,
789 Yonge Street,
Toronto, Ontario, M4W 2G8**

addressed to the attention of:

Ms. Debbie Chiang, Acting Manager, Purchasing

The enclosed label must be affixed by the Proponent to the envelope or box containing the Proposal and given to TPL Security Staff to be date and time stamped not later than:

MONDAY, JULY 30, 2012

11:00:00 A.M. TORONTO TIME

In the case of any dispute, the date and time stamped by the TPL Security Staff will be accepted as the official time of receipt. It is the Proponent's responsibility to ensure that their Proposal is stamped prior to the closing time by the Security Staff.

Please contact Ms. Debbie Chiang, Acting Manager, Purchasing, Toronto Public Library at (E-Mail: tplpurchasing@torontopubliclibrary.ca Fax: (416) 393-7115) if further information related to specifications, terms and conditions, purchasing policy and/or procedures is required.

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NOTICE TO POTENTIAL PROPONENTS

**REQUEST FOR PROPOSAL NO. (TPL 018/2012)
DATE DUE SLIP ADVERTISING SERVICES**

Attached is the Request for Proposal document for DATE DUE SLIP ADVERTISING SERVICES for the Toronto Public Library Board.

Please review the document and submit your Proposal to the address indicated on the enclosed label by 11:00:00 A.M. Toronto Time on Monday July 30, 2012.

Proposals will not be considered unless:

- received by the date and time specified above;
- received at the address specified below; and
- contain the original completed and signed Submission Form

Submission by facsimile transmission or other electronic means is not acceptable.

If further information is required regarding the Request for Proposal process and the project objective/scope of Work, a contact name is provided in Appendix "A" section 3 of the Request for Proposal.

ADDRESS LABEL

Please firmly affix this submission/address label to the envelope containing your submission

-----cut here-----

Firm Name: _____

Request for Proposal Number: (TPL 018/2012)

Closing: 11:00:00 a.m. Toronto Time, Monday July 30, 2012

For: DATE DUE SLIP ADVERTISING SERVICES

To: Toronto Public Library
Front Security Desk
789 Yonge Street
Toronto, Ontario, M4W 2G8

Attention: Ms. Debbie Chiang, Acting Manager, Purchasing

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Note:

The label must be time and date stamped by the TPL Security Staff.

Should you decide to use your own return envelope in lieu of the label provided above, the front of your envelope must indicate ALL of the information shown on the above label. Toronto Public Library cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

If you have any questions feel free to contact the Acting Manager, Purchasing referred to in Appendix "A" section 3 of the Request for Proposal.

1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference in this RFP to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub-clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this RFP.

1.2 Definitions

Throughout this RFP, unless inconsistent with the subject matter or context,

- “Board” means the Toronto Public Library Board
- “Contract” means the written contract(s) between the Board and the Preferred Proponent for the Goods or Services contemplated by this RFP substantially in the form attached as Appendix “B” hereto, and shall be deemed to include the General Conditions of Contract for the provision of the Goods or Services as set out in this RFP.
- “City” means City of Toronto.
- “Closing Deadline” means 11:00:00 a.m. local time, by the Library date and time stamp, on Monday July 30, 2012.
- “Goods” means all forms of personal property, both tangible and intangible;
- “Library” means the Toronto Public Library
- “May” and “should” used in this RFP denote permissive (not mandatory)
- “MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.
- “Must”, “shall” and “will” used in this RFP denote imperative (mandatory)
- “Preferred Proponent” means the Proponent whose Proposal, as determined by Library staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the Board’s requirements, and may be recommended for award.
- “Proponent” means a legal entity, being a person, partnership or firm that submits a Proposal in response to this RFP.
- “Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.
- “Purchasing” means the Purchasing Unit of the Library.
- “RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Library.
- “Services” means all services, or part thereof and deliverables to be provided by a Proponent as described in this RFP.

1.3 Headings

Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Request for Proposal.

1.4 Number, Gender, Person

Unless inconsistent with the subject matter or context, in this Request for Proposal:

- words importing gender shall include the masculine, feminine, and neuter genders;
- words importing the singular shall include the plural and vice versa; and
- words importing persons shall include individuals, consortia, partnerships, associations, trusts, municipal corporations, government agencies, unincorporated organizations and corporations and vice versa.

2.0 INTRODUCTION

2.1 Toronto Public Library Overview

Toronto Public Library (TPL) is the world's busiest urban public library system. Every year more than 19 million people visit our 98 branches, there are more than 23 million visits to our website and over 33 million items are borrowed. To learn more about Toronto Public Library, visit our website at www.torontopubliclibrary.ca or call Answerline at 416-393-7131.

2.2 Invitation

The Toronto Public Library invites qualified firms to submit proposals for Date Due Slip Advertising Services as set out in this proposal.

2.3 Background

The Toronto Public Library Board wishes to expand the Library's advertising channels and opportunities in order to increase revenue for the Library. Advertising on the reverse side of library date due slips and receipts has been identified as one such advertising channel opportunity.

When library patrons check out library materials, pay fines or purchase library merchandise, they may be provided with a date due slip or receipt. The date due slip or receipt is generated from the Library's Integrated Library System (ILS), and is printed on thermal receipt paper (BPA free). The following is the Library's average monthly usage of thermal rolls of receipt paper, and the average ordering frequency of its branches:

- The library system uses 2,650 thermal rolls of receipt paper (3 1/8 x 230') each month
- Each library branch orders 27 rolls per month.
- Library branches order their thermal receipt rolls directly from the supplier once per month. The supplier delivers directly to the branch within two to three business days.
- The cost per roll of thermal receipt paper is \$1.25, excluding HST.

The Library Board has approved an advertising policy which provides a framework and guidelines regarding advertising on Toronto Public Library property, and the processes by which advertising is managed, approved and/or appealed. This Policy balances the Library's primary public service role – to provide high quality library service to Toronto's diverse residents in a welcoming and supportive environment – with the potential for advertising as a source of revenue for the Library. It also takes into account the need to ensure paid advertising does not negatively affect other sources of sponsorship and fundraising revenue secured by the Library or the Toronto Public Library Foundation.

2.4 Project Overview

Toronto Public Library is looking to retain a vendor to generate revenue for the Library by selling advertising space on the reverse side of library date due slips and receipts, in keeping with the library's Advertising Policy. In addition to selling advertising space, the vendor would be responsible for facilitating the printing of the advertising on the reverse side of the date due slips and receipts, and managing all advertiser account relationships including invoicing, reporting, dispute resolution, and all other client management functions.

TPL's Communications, Programming and Customer Engagement (CPCE) team will direct the Proponent and manage the vendor relationship.

3.0 SCOPE OF WORK

3.1 Purpose/Objective

Toronto Public Library is looking to retain a vendor to generate revenue for the Library by selling and managing display advertising on the reverse side of Library date due slips and receipts.

3.2 Services Required

The vendor will be responsible for:

- the sale, production/printing, testing, and quality assurance of display advertising on the reverse side of the library's date due slips/receipts. It is the responsibility of the vendor to ensure that all advertising delivered through this channel is in compliance with all terms and conditions of the Library's Advertising Policy (See Appendix "G").
- management of all advertiser account relationships including invoicing, reporting, dispute resolution, and all other client management functions.
- the reporting and payment of advertising revenue to the Library.

The Library's circulation management hardware and software (ILS) does not have the capability to print on the reverse side of date due slips and receipts. Therefore the vendor must provide for this capability and will be responsible for either:

- the distribution and inventory management of pre-printed thermal paper rolls used by Library branches for the printing of date due slips and receipts, including the shipment of rolls to each of the library's 98 branches, responsively and upon request on an ongoing basis. Proposals should reflect the vendor's approach for providing this service; or
- the installation, testing, function and maintenance of equipment required to facilitate the printing or display of advertising on the reverse side of Library date due slips and receipts. The vendor will be responsible for ensuring all date due slips and receipts produced are tested (working in conjunction with the Library's IT department) and are compatible with the library's technology environment/equipment. Proposals should reflect the vendor's approach for providing this service.

3.3 Mandatory Requirements

The Toronto Public Library provides and maintains safe and healthy working conditions for all employees in keeping with the requirements of the *Occupational Health and Safety Act* and other relevant legislation. The thermal receipt papers must be bisphenol A (BPA) free.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee appointed by the Library.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select the Proposal which in its sole discretion meet(s) the Library's requirements under this RFP and provides the best overall value to the Library, but the Proposal selected, if any, will not necessarily be the one(s) offering the lowest fees or cost (pricing). Pricing is one of the components in determining the total score or ranking.

By responding to this RFP, Proponents will be deemed to have agreed that the Selection Committee in its sole and absolute discretion shall decide the Proponent which is the Preferred Proponent and the decision of the Selection Committee shall be final and binding.

4.2 Selection Criteria

The selection of the Preferred Proponent will be based on the following criteria:

<u>Criteria</u>	<u>Weight</u>
Quality & Credibility	20%
Proposed Workplan & Methodology	15%
Service & Support	15%
Revenue	50%

4.3 Selection Process

The Selection Committee will score the Proposals using the evaluation table in Appendix "E".

4.4 Schedule of Events

Event	Date
RFP Issued	July 6, 2012
Deadline for Questions from Proponents	July 23, 2012
Release of Final Addendum	July 25, 2012
RFP Closing	11:00:00 a.m., Monday July 30, 2012
Evaluation of Proposal	August 13, 2012
Award of Contract	August 17, 2012

The schedule is subject to change by the Library and appropriate written notice of any changes will be provided where feasible.

4.5 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent's Proposal. The clarification process shall not be used to obtain information that was required to be submitted at the Closing Deadline or to promote one of the Proponent's Proposals. The Selection Committee may request such further information from one or more Proponents and not from others.

4.6 Interviews

Based on the Selection Committee's initial review of the Proposals, up to a maximum of the five highest ranked Proponents that meet the minimum Stage 2 score of 70% may be invited to an interview with the Selection Committee. The purpose of the interview will be to allow the Proponent to make a brief presentation (maximum of 30 minutes) on the information contained in their Proposal and to allow the Selection Committee to ask questions of the Proponent (maximum of 30 minutes) regarding their Proposal document. The results of this process will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent. The Library reserves the right to interview up to a maximum of the top five (5) ranked Proponents. The Committee may revise the scores as a result of the interview in order to determine the final technical score. The date of the interview (if required) will be scheduled following the Closing Deadline of the RFP.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.

The representative of the Proponent attending at the interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Contract.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed in the Proposal shall be present for the interview.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and the Library will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

4.7 Evaluation Results

Upon conclusion of the evaluation and selection process a final recommendation of the Preferred Proponent will be made by the Selection Committee to the appropriate Library staff member.

Proposal evaluation results shall be the property of the Library and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

4.8 Negotiations and Agreement

The Preferred Proponent will be notified by the Library that its Proposal has received the highest score. The selection of the Preferred Proponent will not oblige the Library to negotiate or execute any agreement with that Proponent. The award of the Contract resulting from this RFP will be in accordance with the by-laws, policies and procedures of the Library.

The Library shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Library shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations with the Preferred Proponent, the scope of the Services may be refined, issues may be prioritized, responsibilities between the Proponent and Library may be settled and the issues concerning implementation may be clarified.

If any Contract cannot be negotiated and finalized within thirty (30) business days of notification to the Preferred Proponent, the Library may, at its sole discretion, terminate negotiations with that Proponent and negotiate the Contract with another Proponent or abort the RFP process and not enter into any Contract with any of the Proponents.

Any Contract between the Preferred Proponent and the Library must contain terms and conditions in the interests of the Library and be in a form satisfactory to the City Solicitor. If the Contract requires Board approval, then the final Contract must contain terms and conditions substantially as set out in the Board report authorizing the Contract. Any Contract will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the services.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

The Library has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The Library may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals must address the RFP content requirements as outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the Library's ability to conduct a thorough evaluation. The Library is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

5.2 Proposal Documentation and Delivery

5.2.1 Proposal Submission:

- Must be **PACKAGED AND SEALED IN AN ENVELOPE** labelled Proposal DATE DUE SLIP ADVERTISING SERVICES (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- Should be limited to a maximum of 20 pages, 8 ½ x 11 inches, minimum 11 point font, double sided, with unlimited appendices.
- Must consist of one (1) original (clearly marked as such on its first page) and three (3) full copies of:

A Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)

Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. (Mandatory)

Form 2 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request) completed as indicated. (Mandatory)

Form 3 (Restrictions on the Hiring and use of Former City/Library Management Employees for City Contracts) completed as indicated, if applicable.

Form 4 (Environmentally Responsible Procurement Statement) completed as indicated, if applicable.

Note: Forms 1 to 4 are provided in Appendix "C".

5.2.2 N/A

5.2.3 Cost of Services / TPL Revenue Detail Submission

Cost of Services / TPL revenue detail information shall be included in the Proposal submission envelope (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address or it will be rejected.

Must consist of one (1) original, clearly marked as such on its first page, and three (3) copies.

Must include Appendix "D" (Price & Revenue Detail Sheet) completed as indicated. (Mandatory)

5.2.4 Closing and Delivery

The submission must be clearly labeled and must be delivered no later than the Closing Deadline to:

Toronto Public Library
Front Security Desk
789 Yonge Street.
Toronto, ON, M4W 2G8
Attention: Ms. Debbie Chiang, Acting Manager, Purchasing

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted. It is the sole responsibility of the Proponent to deliver Proposals prior to the Closing Deadline.

5.3 Proposal Content

The Proposal Submission to be submitted in a seal envelope should contain the following items:

- **Letter of Introduction** – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This letter should contain the same signature as the person signing the submission forms.
- **Table of Contents** – Include page numbers and identify all included materials in the Proposal submission.

5.3.1 Part 1 – Executive Summary

Provide a summary of the key features of the Proposal.

5.3.2 Part 2 – Proponent Profile

To permit the Proponent to be evaluated fully as a qualified, viable and sound enterprise, the Proposal should include the following information with respect to the Proponent, and if the submission is a joint Proposal, for each consortium member. Please note that where Proposals are being submitted by consortiums, the information requested should be provided for each consortium member.

- A profile and summary of corporate history including:
 - date company started;
 - services offered;
 - total number of employees;
 - major clients; and
 - business partners and the products/services they offer.
- Financial viability providing the following information as required for publicly held companies and privately held companies:
 - (i) for publicly held companies:
 - Audited financial statements for the two (2) most recent years available (or annual report)
 - (ii) for privately held companies:
 - A letter from their financial institution or from their auditor providing assurance to the Library that the Proponent has been and is financially viable and solvent as a going concern; confirmation that the Proponent has the financial capacity to complete this Project; and that the undertaking of this Project will not put any undue financial burden on the Proponent.

5.3.3 Part 3 – Experience and Qualifications of the Proponent

The Proponent and the proposed Project team (if applicable) must have experience with projects of similar size and complexity. The Library will confirm this requirement in accordance with the references and samples provided by the Proponents as outlined below.

It is important that the Project be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:

- Experience of the Proponent with projects of similar complexity.
- Necessary skills, experience and expertise in the delivery of the proposed services, and, based on these skills, experience and expertise, how they will ensure that the proposed goods and services are appropriate for the use to be made of them as set out in this RFP.
- A minimum of three (3) references, for the purpose of evaluating the Proponent's experience and track record of success. Each reference should include:

- (i) the identity of the referee;
- (ii) contact name and title, address, telephone number, URL/email address;
- (iii) the relationship with the referee;
- (iv) the number of years dealing with the referee;
- (v) a description of the service;
- (vi) the timing and duration of the referee's involvement with the Proponent;

Please note that Proposals being presented by consortiums that do not include the information requested for each consortium member will not be awarded full marks during the evaluation process. In providing references, Proponents agree that as part of the evaluation process, the Library can contact each referee named. The Library will make its own arrangements in contacting the referees. Substitution of referees will not be permitted after the Closing Deadline for the RFP.

5.3.4 Part 4 – N/A

5.3.5 Part 5 – Proponent's Understanding

Provide a statement of the Proponents understanding of the goals and objectives of the Project.

5.3.6 Part 6 – N/A

5.3.7 Part 7 – Costs and Revenue of Services

To be submitted in the Proposal Envelope as per section 5.2.3 above and must contain the Price and Revenue Detail Form in Appendix "D".

5.3.7.1 Cost of Services Pricing and Revenue

The Proponent must complete and submit the Price and Revenue Detail Form (see Appendix "D"). . The Proponent must clearly indicate in its Proposal and on the Price and Revenue Detail Form net monthly and/or yearly revenues to the Library and the rationale and description of how these revenues are calculated and will be achieved.

HST is not to be shown on the Price and Revenue Detail Form.

Notes to Pricing:

In the event of mathematical errors found in the Price and Revenue Detail Form, the Library shall be entitled in its sole discretion to correct any such mathematical errors and the corrected amounts shall be considered by the Library when evaluating the Proposals.

Fee amounts, prices and revenues submitted in a Proposal shall be irrevocable for 120 days from the Closing Deadline, and shall, subject to the terms of the Contract, not escalate for the term of the Contract.

All prices and revenues must be stated in Canadian currency. The Proponent shall assume any currency risk.

The Library shall not be responsible for any additional costs, resulting from errors or omissions in the Proposals.

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made related to the Project and each Phase including those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance and Income Tax.

All invoices delivered pursuant to the Contract must clearly show HST as a separate value and HST "registrant" number.

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides the Library with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the Library will withhold the taxes it determines are required under the Income Tax Act (Canada).

5.3.7.2 Optional/Additional/or Exclusion Pricing and Revenue:

The Proponent must clearly indicate in its Proposal and on the Price and Revenue Detail Form specific services and products which are additional or optional and which are excluded from the amount quoted. The Proponent must also clearly indicate in its Proposal and on the Price and Revenue Detail Form any additional net monthly and/or yearly revenues to the Library and the rationale and description of how additional revenues are calculated and will be achieved.

5.3.7.3 Payment Terms and Discount Appendix

Payment terms shall be in accordance with the Contract at Appendix "B". The standard payment terms are **30** days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

Proponents may propose any prompt payment discount terms.

Note: Discount for prompt payment cannot be earlier than 15 days from the receipt of invoice by the Library, Accounting Services Division.

5.3.7.4 Invoicing and Reporting Specification Requirements

The procedure for invoicing the Services Fee and any reimbursable expenses approved in writing by the Library for the Project shall be in accordance with the Contract.

5.3.7.5 Monthly Payment to the Library

The guaranteed revenue as stated on Appendix D shall be payable in equal consecutive monthly instalments.

For revenue sharing, the proponent shall report to the Library monthly, a pro forma income statement on net revenues, along with the payment of the Library's share.

APPENDIX “A” - RFP PROCESS TERMS AND CONDITIONS

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1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- to examine all the components of this RFP, including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the required Services, the Phases and the Project before submitting a Proposal;
- to become familiar, and (if it becomes a Contractor) comply with all of the Library' Policies, Bylaws and Procedures.
- To fill out the Receipt Confirmation Form (Appendix "C"- Form 7) and return it to the individual identified on this Form in accordance with instructions given on the Form. All subsequent information regarding this Request for Proposal will be directed only to those Respondents who return the form with an indication that they intend to submit a Proposal.

The failure of any Proponent to receive or examine any document, form, addendum, agreement, and policy relevant to this RFP shall not relieve the Proponent of any obligation with respect to its Proposal or any Contract entered into based on the Proponent's Proposal.

1.1 Notice of No Submission

Firms that have obtained a copy of this Request for Proposal who decide not to submit are requested to send a Notice of No Submission Form (Appendix "C" – Form 6) to the address designated for the submission of Proposals.

2. Prime Proponent

A joint Proposal by a consortium of two or more Proponents having no formal corporate links may be submitted, but one person or company must be identified as the prime Proponent and be prepared to represent the consortium to the Library by executing the Contract, acting as the primary contact, and taking overall responsibility for performance of the Contract.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal and the required information be provided related to those associate firms.

3. Questions

All questions concerning this RFP should be directed in writing to:

Ms. Debbie Chiang, Acting Manager, Purchasing, at

tplpurchasing@torontopubliclibrary.ca

Fax 416-393-7115

No Library representative, whether an official, agent or employee, other than the contact is authorized to speak for the Library with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The Library shall not be bound by any representation made by an unauthorized person and any attempt by a Proponent to bypass the RFP process may be grounds for disqualification of the Proponent and rejection of its Proposal at the sole discretion of the Library.

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum. Only answers to questions or issues of substance (determined by the Library in its sole discretion) will be posted. The Library reserves the right to revise this RFP up to the two (2) business day(s) prior to the Closing Deadline. When an Addendum is issued the Closing Deadline may be revised by the Library if, in its sole discretion, the Library determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form at Appendix "C" - Form 1.

Purchasing will make reasonable efforts to issue the final Addendum (if any) no later than two (2) business days prior to the Closing Deadline.

5. Exceptions

If a Proponent wishes to suggest a change to any mandatory term or condition set forth in any part of this RFP, it should notify the Library in writing not later than three business days before the Closing Deadline. The Proponent must clearly identify any such term or condition, the proposed change and the reason for it. If the Library wishes to accept the proposed change, the Library will issue an Addendum as described in the article above titled Addenda. The decision of the Library shall be final and binding, from which there is no appeal. Changes to mandatory terms and conditions that have not been accepted by the Library by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the Library in writing not later than three days before the Closing Deadline. If the Library considers that a correction, explanation or interpretation is necessary or desirable, the Library will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the Library shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

The Library shall not be liable for, nor reimburse, any potential Proponent or Proponents, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal or any costs or damages resulting therefrom, for any activity that may be requested as part of the evaluation process or the process for the negotiation or execution of the Contract with the Library, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the Library liable for any costs or damages to any Proponent that submits a Proposal.

8. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal prior to the Closing Deadline any time by notifying the contact designated in this RFP in writing.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Closing Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the Library makes a request to a Proponent for clarification of its Proposal, which the Library is entitled to do in this RFP, the Proponent will provide a written response in the time requested by the Library, and such response shall then form part of the Proposal.

9. Post Closing Deadline Negotiations

The Library reserves the right to negotiate the terms and conditions of the Contract, the Phase Agreements and the scope of work to be completed on each Phase with the Preferred Proponent.

10. No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the Library discovers there has been a breach at any time, the Library reserves the right to disqualify the Proponent, return the applicable Proposal and/or terminate any ensuing Contract at the sole discretion of the Library.

11. Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any Library or City employee, City Council member or member of a City agency, board or commission or employee thereof in connection with or arising from this RFP, whether for the purpose of securing an agreement or seeking favourable treatment in respect to the award or amendment of an agreement or influencing the performance of an agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an agreement or for performance of the Library's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the Library determines that this article has been breached by or with respect to a Proponent, the Library may exclude its Proposal from consideration, or if the Contract has already been entered into, may terminate the Contract without incurring any liability.

12. Acceptance of Proposals

The Library shall not be obliged to accept any Proposal in response to this RFP.

The Library may, without incurring any liability or cost to any Proponent:

- accept or reject any or all Proposal(s) at any time;

- waive immaterial defects and minor irregularities in any Proposals;
- modify this RFP prior to accepting any Proposal;
- cancel this RFP and subsequently issue a new request for proposal for the same Project, or part thereof;
- amend the RFP, the RFP process or any other aspect of this RFP;
- negotiate the Contract with any Proponent; and
- award the Contract in whole or in part.

The Library is relying on the experience and expertise of the Proponent and by submitting a Proposal the Proponent represents to the Library that it has the necessary experience and expertise to perform the Project. The Library reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information at the sole discretion of the Library.

12.1 Late Proposals

Proposals received after the submission deadline will not be considered and will be returned unopened to the Proponent.

12.2 Submission Opening

On the specified closing date, only the names of Proponents submitting a response to the Request for Proposal shall be made available. Details of the content of the Proposal shall not be provided. The Library may, in its sole discretion, choose to defer the opening of the Proposal(s) received in order to ensure a competitive Bid process.

13. Verification

The Library reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the sole discretion of the Library, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the Library may reject its Proposal as unbalanced (i.e., not representative of the scope of the services).

14. Conflicts of Interest

In its Proposal, the Proponent must disclose to the Library any potential conflict of interest that might compromise the performance of the Project. If such a conflict of interest does exist, the Library may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Library or City employee, City Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the Library may, at its discretion, refuse to consider the Proposal or withhold the awarding of the Contract to the Proponent until the matter is resolved to the Library's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Contract, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Library. If the Library requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise.

15. Ownership and Confidentiality of Library-Provided Data

All correspondence, documentation and information provided by Library staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- is and shall remain the property of the Library;
- must be treated by Proponents and prospective Proponents as confidential;
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Contract.

16. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Library by any Proponent in connection with, or arising out of this RFP, once received by the Library:

- shall become the property of the Library and may be appended to the Contract and/or Purchase Order with the Contractor; and
- shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Each Proponent’s name at a minimum shall be made public.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Library, and its staff against all claims, actions, suits and proceedings, including all costs incurred by the Library brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Library may disqualify the Proponent from the RFP and/or from competing for future bids or RFP issued by the Library for a period of one year in the sole discretion of the Library. In addition, the Library may, in its sole discretion and at its option either:

- Consider that the Proponent has withdrawn any Proposal, or abandoned the Contract if the Proposal offer has been accepted, whereupon the acceptance, if any, of the Library shall be null and void; or
- Require the Proponent or the Surety of the Proponent to pay the Library the difference between its Proposal and any other Proposal which the Library accepts, if the latter is for a greater amount and, in addition, to pay the Library any cost which the Library may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the Library, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

19. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Contract without prior written permission of the Library.

20. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Contract shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process shall be determined by a court of competent jurisdiction in the Province of Ontario.

21. Unbalanced Bids

The Library may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- the Library had determined that the Proposal may not result in the lowest overall cost to the Library even though it may be the lowest submitted bid; or
- it is so unbalanced as to be tantamount to allowing an advance payment.

22. Claims against the Library

By submitting a Proposal, the Proponent acknowledge the Library's rights as stated herein and absolutely waives any right of action against the Library for the Library's failure to accept the Proponent's Proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action.

23. Lobbying Prohibition

The Library Board is invoking a prohibition requirement in this competitive Call or Request, namely, a "no Lobbying" provision to the effect that a Bidder or Proponent and representatives employed or retained by it, can only make representations and present their arguments advancing or opposing a Library issued Call/Request in a public deputation to the Library Board under the provisions of the Library's Procedural By-law, or to the media, and any contact party identified in the competitive Call or Request.

24. Insurance Requirements

The successful Proponent agrees to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of the Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Library. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the Library prior to the commencement of the Proponent's services:

Professional Liability (errors and omissions coverage) for the performance of Services by the Proponent providing that the policy is:

- in the amount of not less than One Million Dollars (\$1,000,000);

- extended to infringement of copyright and other intellectual property, including the misuse of trade secrets;

- not to be construed as a limit of the liability of the Proponent in the performance by the Proponent of the Services under the Agreement;

- notwithstanding anything to the contrary contained in the Agreement, kept in full force and affect for a period of time ending no sooner than Two Years after the termination or expiry of the Agreement, as the case may be.

Comprehensive General Liability, provided that the policy:

- is in the amount of not less than Two Million Dollars (\$2,000,000), per occurrence;

- adds the City of Toronto and the Toronto Public Library Board as additional insured;

- has provisions for cross-liability and severability as between the Proponent and the Library/City of Toronto, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employer's liability, broad form property damage liability, non owned automobile liability, products and completed operations liability and personal injury liability;

- provides for thirty (30) days prior written notice of cancellation or material change.

At the expiry date of the policy, the proponent shall provide original signed certificates evidencing renewals or replacements to the Library prior to the expiration date of the original policies, without notice or request by the Library.

25. Library's Purchasing Policies

It is the Proponent's responsibility to become familiar with, and, where required, comply with the City of Toronto and Toronto Public Library policies such as:

- Fair Wage Policy
- Environmentally Responsible Procurement Statement
- Declaration of a Non-Discrimination Policy
- Agreement to Abide by the Established Process
- Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request
- Financial Control Policy
- Procurement Processes Policy
- Lobbying Disclosure for Request for Proposals and Tender/Quotations Calls Policy

Copies of the above Policies are available upon request.

By signing the Submission Form (APPENDIX "C" Form 1) of this document, the Proponent agrees to be bound by the policies listed in Section 25 of this Request for Proposal, whether the Proponent has obtained copies of the Policies or not.

APPENDIX "B" – SAMPLE AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____,

B E T W E E N:

TORONTO PUBLIC LIBRARY BOARD
(hereinafter called the "**Board**")

OF THE FIRST PART

- and -

Name of Successful Proponent
(hereinafter called "**Proponent**")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Board issued a REQUEST FOR PROPOSAL NO. TPL 018/2012 DATE DUE SLIP ADVERTISING SERVICES (hereinafter jointly called the "RFP") appended hereto as Schedule "A"; and

WHEREAS the Proponent submitted a Proposal dated _____, (hereinafter jointly called the "**Proposal**") to supply (the "**Work**") appended hereto as Schedule "B"; and

WHEREAS the Proponent has agreed to all of the requirements as set out in the RFP, (hereinafter called the "**Services**") on the terms and conditions set out in this Agreement and in the Schedules;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the Board and the Proponent agree as follows:

• **1. PROVISION OF SERVICES**

(1) The Proponent shall, in accordance with all of the terms of this Agreement, supply, provide and perform the Services with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Toronto Public Library Board's City Librarian & Chief Executive Officer or her designate (hereinafter called the "City Librarian").

(2) Subject to the provisions of Schedule "D", the Proponent shall provide, at the Proponents' sole cost and expense, all necessary equipment, accommodation, staff, and technical assistance required in performing the Services.

(3) The Proponent shall, even if the rates of payment set out in Schedule "D" are based on an hourly, daily or other time based rate, perform all of the Services, notwithstanding that the value of the time spent by the Proponent in the performance hereof exceeds the maximum specified therein, and no provision of this Agreement shall relieve the Proponent from performing all the Services or reduce its obligation to one of performing only some portion of the Services.

(4) The Proponent acknowledge that in entering into this Agreement the Board relied on the representations contained in the Proposal as to the experience and competence of the Proponent, its staff, and any suggested sub-contractors.

• **2. USE OF SUB-PROPONENT**

(1) The Proponent shall obtain the prior written approval of the City Librarian for the employment, engagement, or retaining of any sub-contractor,

(2) The Proponent shall be solely responsible for the payment of any sub-contractor employed, engaged, or retained by the Proponent for the purpose of assisting them in the discharge of their obligations under this Agreement.

(3) The Proponent shall co-ordinate the services of all sub-contractors employed, engaged, or retained by the Proponent pursuant to subsection (1) hereof and, without limiting the generality of section 8 of this Agreement, the Proponent shall be liable to the Board for costs or damages arising from errors or omissions of such sub-contractors or any of them.

• **3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

(1) All plans, drawings, details, specifications, reports, and all other documents and information prepared by the Proponent pursuant to this Agreement, shall be and become the sole and absolute property of the Board without the payment of any compensation whatsoever therefore by the Board to the Proponent, and the same shall be delivered by the Proponent to the Board upon the completion of the Services or as may be required by the City Librarian, and same may be used and/or reproduced by the Board in respect to the Work, but not otherwise except with the prior written consent of the Proponent.

(2) The Proponent and its directors, officers, partners, contract personnel, and employees will treat as confidential all financial, statistical, personnel, technical, general and/or personal data related to the operations of the Board; which may come to the attention of the Proponent and their personnel in the course of carrying out the Services, and which are not or do not subsequently become public knowledge, and will not disseminate the same for any reason whatsoever without the express written permission of the City Librarian; however, the Proponent shall not be required to keep confidential any data which is or will become publicly available, is already rightfully in possession of the Proponent and not subject to any pre-existing obligation of confidentiality, is independently developed by the Proponent outside the scope of this Agreement, or is rightfully obtained from third parties.

• **4. PAYMENTS**

(1) Despite anything to the contrary contained in the Proposal, subject to the provisions of section 5 and 12 of this Agreement, the Board will pay the Proponent in the amounts and manner, and at the times, as set out in Schedule "D" hereto.

(2) The Proponent shall not perform any service or work that would result in an increase in the fees payable by the Board without the prior written approval of the City Librarian.

• **5. TERMINATION AND SUSPENSION**

(1) The City Librarian may, by written notice to the Proponent at any time, suspend or terminate the whole or any part of the provision of the Services for reasons including, but not limited to, the Proponent failing from any cause whatsoever to perform the Services as required by this Agreement, or failing to perform same in a manner satisfactory to the City Librarian, or the City Librarian determining for any reason to carry out the Services with staff of the Board, or not to proceed with or to discontinue the Services, and thereupon:

(a) the Board shall be liable for payment to the Proponent, only for those monies attributable to the part of the Services performed to the satisfaction of the City Librarian to the earlier of the date of failure stipulated in such notice or of the date of receipt of such notice by the Proponent; subject in the case of any such suspension, to resumption of responsibility by the Proponent if and to the extent that such suspension is lifted by written notice from City Librarian;

(b) the City Librarian may appoint officials of the Board or any other person or persons in the place and stead of the Proponent to perform the Services or any portion thereof;

(c) the Proponent shall have no claim against the Board except for such of the Services as have been satisfactorily performed by the Proponent up to the earlier of the date of failure stipulated in such notice or the date of receipt of such notice as previously stated; and

(d) nothing contained herein shall limit the rights of the Board to recover damages from the Proponent arising from the failure of the Proponent to perform the Services satisfactorily in accordance with the terms of this Agreement.

• **6. INSURANCE**

(1) The Proponent agrees to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Board. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City Librarian prior to the commencement of the services:

(a) Professional Liability (errors and omissions coverage) for the performance of Services by the Proponent providing that the policy is:

- (i) in the amount of not less than One Million Dollars (\$1,000,000), per claim;
- (ii) not to be construed as a limit of the liability of the Proponent in the performance by the Proponent of the Services under this Agreement;
- (iii) if the Proponent's services are for an environmental project, the Proponent is required to maintain a Professional Services Pollution Liability Insurance Policy; and
- (iv) notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

(b) Commercial General Liability, provided that the policy:

- (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
- (ii) adds the Board as additional insured;
- (iii) includes the following clauses: personal injury liability; a cross-liability/severability of interest; broad form contractual liability; owner's/contractor's protective liability; contingent employer's liability; employers liability; and non owned automobile liability; and
- (iv) provides for thirty (30) days' prior written notice of cancellation or material change.

(c) Standard Automobile Liability, provided that the policy is:

- (i) in the amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

(2) The Proponent also agrees to provide the City Librarian with proof of professional liability insurance maintained by any subcontractor engaged by the Proponent in relation to the Services, where such subcontractor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to the City Librarian no later than the execution of this Agreement by the Proponent and to be in a form and with an insurer acceptable to the City Librarian.

(3) Despite subparagraph (1)(a) and (1)(b), the Board, bearing in mind the Board's reasonable commercial concerns, may request the Proponent to provide a policy of insurance in an amount either greater or less than the amount stated herein or with a coverage other than those stated herein, with the terms of such policy and any alteration in the limits of the coverage or the inclusion of any new coverage to be subject to mutual acceptance by the City Librarian and Proponent (acting reasonably).

(4) At the expiry date of the policy, the Proponent shall provide original signed

Certificates evidencing renewals or replacements to the City Librarian prior to the expiration date of the original policies, without notice or request by the Board;

(5) The Proponent agrees that insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Proponent.

• **7. PERMITS**

(1) The Proponent shall prepare, submit and pursue all applications for all permits and approvals required for or in connection with the Services and the Work.

• **8. INDEMNITY**

(1) The Proponent agree that they will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Board, the City of Toronto and their employees, officers, agents, invitees, successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon them or any of them and against all loss, liability, judgments, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the Proponent, their agents, servants, employees or sub-Proponents or any of them, in the performance of the Services.

• **9. OCCUPATIONAL HEALTH AND SAFETY**

(1) The Proponent shall:

- (a) conform to the Ontario *Occupational Health and Safety Act* (the "OHSA") or any successor legislation, as applicable, in the performance of the Services;
- (b) ensure that no lead is called for in the specifications;
- (c) cease the Services or any part thereof if an authorized representative of the Board so requires orally or in writing on the grounds that there has been any violation of OHSA or any of the regulations under it, and thereafter the Services or affected part thereof shall not resume until any such violation has been rectified;
- (d) monitor the compliance of the contractor(s) with the OHSA through periodic reviews;
- (e) indemnify and hold harmless the Board from and against all liability resulting from any and all failures to meet the responsibilities referred to in this section, including, without restricting the generality of the foregoing;
 - (i) any expenses incurred by the Board as a result of stoppage of the Services on account of failure by the Proponent to meet its obligations under and/or with respect to OHSA; and

- (ii) any fine(s) levied against the Board as a result of any breach of the responsibilities of the employer for that project, to the extent attributable to the Proponent' failure to fulfil its obligations as described in this section 9, save and except and only to the extent that such liability is caused by the actions of the Board.

(2) Nothing in this section 9 shall be taken as making the Board the "employer" of any workers employed or engaged by the Proponent for the Services, either instead of or jointly with the Proponent.

• **10. COMPLIANCE WITH LAWS**

(1) In addition to the requirements of section 9, the Proponent shall comply with all federal, provincial, and municipal laws and regulations applicable to the provision of Services and the Work and with all relevant Board and City of Toronto policies identified in the RFP.

• **11. NOT APPLICABLE**

• **12. NOT APPLICABLE**

• **13. NOTICE**

(1) Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

- (a) in the case of the Board:

Toronto Public Library Board
789 Yonge Street
Toronto, Ontario,
M4W 2G8
Attention: City Librarian

- (b) in the case of the Proponent:

Name of Successful Proponent

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

• **14. GENERAL**

(1) The Schedules attached to this Agreement shall constitute an integral part of this Agreement and all expressions defined in this Agreement shall have the same meanings in such Schedules.

(2) In the event of any conflict between any provisions of this Agreement without the RFP or the Proposal and the RFP and the Proposal themselves, the provisions of this Agreement shall take precedence, followed by those of the RFP and finally those of the Proposal.

(3) No arrangement or agreement relating to the Services will be considered unless it is in writing and signed by duly authorized representatives of the parties.

(4) This Agreement, or any part thereof, shall not be assigned or transferred by the Proponent without the prior written consent of the Board.

(5) The Proponent's satisfactory completion of the Services shall not obligate the Board to retain the Proponent or either of them to undertake any subsequent or other work whether related to the Work or otherwise.

(6) No action or failure to act by either party shall constitute a waiver of any right afforded to that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach by the other party, except as may be specifically agreed in writing.

(7) The invalidity or unenforceability of any provision or part of any provision of this Agreement or any covenant shall not affect the validity or enforceability of any other provision or part of any provision and any such invalid provision or part thereof or covenant shall be deemed to be severable.

(8) This Agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

(9) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

(10) The obligations set out in paragraphs 3, 8, 9, and 11 of this Agreement shall continue to bind the Proponent notwithstanding the completion of all or part of the Services and payment therefore in accordance with this Agreement.

IN WITNESS WHEREOF the Board has hereunto affixed its corporate seal attested to by the hands of its proper officers in that behalf duly authorized and the Proponent have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED:

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**TPL 018/2012
TORONTO PUBLIC LIBRARY
BOARD**

per:

Name of Successful Proponent

per:

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)

SCHEDULE "A"
to the Agreement between
TORONTO PUBLIC LIBRARY BOARD
and
Name of Successful Proponent

REQUEST FOR PROPOSAL

SCHEDULE "B"
to the Agreement between
TORONTO PUBLIC LIBRARY BOARD
and
Name of Successful Proponent

PROPONENT'S PROPOSAL

SCHEDULE "C"
to the Agreement between
TORONTO PUBLIC LIBRARY BOARD
and
Name of Successful Proponent

PROPONENT'S SERVICES

•

SCHEDULE "D"
to the Agreement between
TORONTO PUBLIC LIBRARY BOARD
and
Name of Successful Proponent

FEES / PRICES / REVENUES

APPENDIX “C” – TECHNICAL PROPOSAL SUBMISSION FORMS

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FORM 1 - Proposal Submission Form (Mandatory)

Request for Proposal No.: TPL 18/2012	Issue Date: July 6, 2012	Closing Date: July 30, 2012
For: Date Due Slip Advertising Services		Time: 11:00:00 A.M (Local Time)

I/we hereby submit my/our proposal for the provision of the goods and/or services as described within the Request For Proposal Document for the above named project.

I/we have carefully examined the Request For Proposal Documents, have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I/we agree, if selected, to provide the work to the Toronto Public Library Board in accordance with the terms, conditions and specifications contained in the proposal document and our proposal.

I/we hereby covenant that my/our proposal is irrevocable and binding for a period of one hundred and twenty (120) days from the closing date for receipt of proposals, subject to any extension that I/we may agree to, and that the Library may, at any time within that time period, accept my/our proposal or part thereof, whether or not any other proposal has been previously accepted or will be accepted. Agreements may be negotiated with one or more proponents. I/we agree to comply with the Library/City policies.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Firm Name:	Address:
Telephone Number:	Fax Number:
Email Address:	Date:
Signature of Authorized Signing Officer:	Print Name:
I have the authority to bind the Corporation.	Title:

Any discounts for prompt payment will be considered provided that the discount for prompt payment is not earlier than 15 days from the receipt of invoice by the Library, Accounts Payable Department.

State discount terms: _____

THIS FORM MUST BE COMPLETED, SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR PROPOSAL WILL NOT BE CONSIDERED.

FORM 2 - Policy To Exclude Bids From External Parties Involved In The Preparation Or Development Of A Specific Call/Request (Mandatory)

To ensure Fair and Equal Treatment in its competitive procurements, the Library will undertake to:

- disallow bidders/Proponents from submitting a bid/Proposal to any Bid, Quotation, Request for Proposal or Proposal call in which the bidders/Proponent has participated in the preparation of the call document; and
- a bidder/Proponent who fails to comply will result in disqualification of their response to the call/request in the sole discretion of the Library.

Did you, the Proponent, assist the Library in the preparation of this RFP (TPL 018/2012) call?

Specify: Yes _____ No _____

FORM 3 - Restrictions On The Hiring And Use Of Former City/Library Management Employees For Library Contracts

The purpose of this Policy is to ensure that former City/Library management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the Library or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the Library or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on a City/Library project for a company/firm (but, the firm may compete); or
- As a contractor/consultant on a City/Library project for a company/firm that has been sub-contracted by another company/firm.

Former City/Library management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the Library and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes:

- (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
- (2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City/Library management employee(s) hired/used by your firm, if any, who have left the employ of the Library or its special purpose bodies within the last two years.

Specify: _____.

This policy will be considered in the evaluation of all submissions received by the Library.

For further information contact:

Manager, Purchasing and Administration, (416) 393-7033

FORM 4 - Environmentally Responsible Procurement Statement

The Library's Environmentally Responsible Procurement Policy encourages Proponents to also offer products/services that are environmentally preferred.

Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

- Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
- Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
- Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
- Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
- Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An Environmentally Preferred Product would be a non-hazardous product that replaces a hazardous product.
- Have a long service-life and/or can be economically and effectively repaired or upgraded.

Proponents shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to Library within five (5) working days of request at no cost to the Library. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program ("ECP")), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

State if environmentally preferred products/service is being offered:

YES _____ NO _____

FORM 5 – NOT APPLICABLE

FORM 6 – Notice Of "No Submission"

**REQUEST FOR PROPOSAL (TPL 018/2012)
DATE DUE SLIP ADVERTISING SERVICES
CLOSING DATE : 11:00:00 A.M. Toronto Time on Monday, JULY 30, 2012**

**Return to: Toronto Public Library, 789 Yonge Street, Toronto, Ontario, M4W 2G8.
Attention of: Ms. Debbie Chiang, Acting Manager, Purchasing,
Fax Number: 416-393-7115 E-Mail: tplpurchasing@torontopubliclibrary.ca**

IMPORTANT - PLEASE READ THIS

It is important to the Library to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the Library in determining the type of Work you may be interested in submitting a Proposal for in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposal, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal documents. Just return the completed form prior to the official closing date.

1. I / We do not offer this service.		Other reasons or additional comments.
2. I / We do not offer Work to these requirements.		
3. Unable to offer Work competitively.		
4. Cannot handle due to present commitments.		
5. Quantity/project too large.		
6. Cannot meet delivery/completion requirements.		
7. Licensing restrictions.		

Do you wish to participate in Request for Proposals for Work in the future?
 YES _____ NO _____

For Library's use only - Do not write in this space.	Company Name:	
	Address:	
	Signature of Company Representative:	
	Position:	
	Date:	Tel. No.:
		Fax No.:

FORM 7 – Receipt Confirmation Form

**REQUEST FOR PROPOSAL (TPL 018/2012)
DATE DUE SLIP ADVERTISING SERVICES**

Please complete this form and return within two working days to:

**Toronto Public Library
Front Security Desk
789 Yonge Street
Toronto, Ontario, M4W 2G8**

**Attention: Ms. Debbie Chiang, Acting Manager, Purchasing
Fax Number: (416) 393-7115 E-mail: tplpurchasing@torontopubliclibrary.ca**

Failure to return this form may result in no further communication regarding this Request for Proposal

COMPANY: _____

STREET: _____

CITY: _____ POSTAL CODE: _____

CONTACT PERSON: _____ TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____

I have received a copy of the above noted Request for Proposal.

A. I / We will be submitting a Proposal _____
I / We will not be submitting a Proposal _____

B. I authorize the Library to send further correspondence concerning this Request for Proposal by the following method:

COURIER _____ E-MAIL _____ FAX _____

I understand that whether or not (I attend the Proponents' information/site meeting and whether or not - *if required*) I submit a Proposal, that our status as a potential supplier to the Library in the future will not be affected.

SIGNATURE: : _____

TITLE: _____ DATE: _____

APPENDIX “D” – PRICE / REVENUE DETAIL FORM

THIS FORM MUST BE COMPLETED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.

Name of Proponent: _____

Prices should be quoted in Canadian Dollars.

Please provide an overview of your services, service levels and rates in terms of the service areas listed, as appropriate, and indicate if/how costs and/or revenues scale upward.

ACTIVITY	FEES & COSTS (per hour/day/ month/unit) (where applicable)	ONE TIME (where applicable)	ONGOING (where applicable)	TOTAL FEES/ COSTS	TOTAL REVENUES	ASSUMPTIONS
Initial consultation with the Library re: requirements and provision of recommended approach, process, policies and timelines						
Printing of advertising on reverse side of date due slips						
Hardware/software acquisition and installation						
Support and maintenance of hardware/ software						
Delivery of rolls of receipt paper to library branches on demand						
Inventory management and tracking of receipt paper for library branches.						
Other Costs Please specify						

ACTIVITY	FEES & COSTS (per hour/day/ month/unit) (where applicable)	ONE TIME (where applicable)	ONGOING (where applicable)	TOTAL FEES/ COSTS	TOTAL REVENUES	ASSUMPTIONS
<u>Cost Avoidance</u> State net monthly and/or yearly cost avoidance to library	()	()	()	()		
<u>Revenue Guaranteed</u> State net monthly and/or yearly revenue to library						
<u>Revenue Share</u> State percentage of net monthly and/or yearly revenues to the Library						
<u>Other Revenue</u> Other additional net monthly and/or yearly revenues to the Library						
Subtotal						
Discount						
HST						
Grand Total						

SIGNATURE(S) OF AUTHORIZED SIGNING OFFICER(S):

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

SIGNATURE: _____ SIGNATURE: _____

APPENDIX "E" - PROPOSAL EVALUATION FORM

EVALUATION CRITERIA Company Name: _____	Weight	Proponent's score out of 100	Rating (score x weight)
<ul style="list-style-type: none"> • Thermal receipt paper is bisphenol A (BPA) free 	Pass/Fail		
Quality & Credibility <ol style="list-style-type: none"> a) Demonstrated understanding of the Library's requirements and an assessment of how the proposed solution meets the project objectives. b) Demonstrated ability to meet the strategic, creative, functional and methodology requirements. c) Creativity and resourcefulness reflected in the proposal, including demonstrated experience delivering similar services and/or solutions. d) Previous experience working effectively with a large Public Service organization, its required consultation processes, and an understanding of balancing public service delivery with revenue generating objectives. 	20%		
Proposed Workplan & Methodology <ol style="list-style-type: none"> a) A comprehensive, clearly-expressed and credible workplan and methodology for this type of project has been provided including: <ul style="list-style-type: none"> - Proponent's ability and suitability to meet the standards and requirements of the Library - Demonstrated client and project management skills and approach b) Examples (2-3) demonstrating the proponent's experience delivering similar projects (relevant to the type, size and scope of this project) are provided, including related references and their contact information. c) Samples of a proposed work plan, project management timeline, and sample deliverables are provided 	15%		
Service & Support <ol style="list-style-type: none"> a) Ability to provide exceptional customer service and support throughout project b) A proven approach and examples provided regarding effective account, project and change management processes. <p>Note: Preference will be given to Proponents with the appropriate services located in the GTA.</p>	15%		
Revenue <ol style="list-style-type: none"> a) Guaranteed net monthly/yearly revenues (or cost avoidance) to the library. b) Projected net additional revenues to the library, if applicable, including minimums and maximums. c) Rationale/description of how revenues are calculated and will be achieved 	50%		
TOTAL SCORE	100%		

APPENDIX “F” - EXPERIENCE OF THE APPLICANT ON COMPARABLE PROJECTS

At least three comparable projects must be identified.

You may reproduce this form.

Firm’s name:	
Project name:	
Project description (business objectives and requirements, approach, staff expertise utilized, outcomes, metrics, evaluation, etc.):	
Initial Budget:	Contract Award Budget:
Final Project Cost:	
Estimated/Stipulated Completion Date:	
Actual Completion Date:	
Firm’s responsibility on this Project:	

Strategic and Creative Services provided:	
Project and Account Management Services provided:	
Client's firm name and address:	
Client Reference contact name:	
Email address:	
Telephone number:	Fax number:

APPENDIX “G” – TORONTO PUBLIC LIBRARY ADVERTISING POLICY**POLICY: ADVERTISING POLICY****SECTION: Section II – General Policies – Miscellaneous****MOTION#/DATE: 12 - 034 – February 27, 2012**

Effective Date**February 28, 2012****Policy Objective**

The objective of this policy is to provide a framework and guidelines regarding advertising on Toronto Public Library(the “Library”) property (e.g. publications, websites, video screens, trucks and other spaces identified by the Library),and the processes by which advertising is managed, approved and/or appealed.

Underlying Principles

1. The Library’s advertising program supports and facilitates the development of mutually beneficial advertising relationships between the Library, the business community and other organizations.
2. Financial benefits that are generated by the advertising program are to assist in the delivery of library service to the public.
3. The Library’s advertising policy will:
 - a. comply with the mandate, mission and values of the Library;
 - b. protect the Library’s principles of intellectual freedom and equity of access to information, programs, services and collections;
 - c. protect the confidentiality of customer records as governed by the Municipal Freedom of Information and Protection of Privacy Act and the Library’s Access to Information and Protection of Privacy Policy;
 - d. be consistent with, and complementary to, other related Library policies and programs (e.g. Sponsorship, Naming, Displaying and Distributing for Public Information, Room Bookings, Procurement Processes); and

4. Library services are highly valued and used by residents of Toronto. The Library has a national and international reputation for excellence in service delivery and has a leadership role in the library community. The Library reserves the right to reject advertising that, in the Library's sole opinion, may adversely affect public confidence in the Library or the value of the Library brand.

Policy Statement

The Library recognizes that the sale of commercial advertising is a source of revenue for the Library. However, the Library's primary mission is to provide high quality library service to Toronto's diverse residents in a welcoming and supportive environment. The Library provides neutral public spaces and universal access to information, knowledge, resources, collections, services and programs that help to enrich lives, facilitate social engagement, and enhance opportunities for success for Toronto's diverse population.

The Library will accept paid advertising that meets the policy, principles and specific directives outlined in the Policy and that fulfills the Library's revenue objectives. The Library will not accept advertising which is contrary to its service role or which the Library, in its sole discretion determines is not in the best interests of the Library. The sale of advertising by the Library will not influence the acquisition of Library collections or services.

All commercial messages carried by the Library must be approved by Library staff prior to placement in or on Library advertising vehicles.

The Library reserves the right to accept or refuse any commercial message, to limit the period for which a commercial message is approved and to withdraw approval.

The acceptance of advertising by the Library is not an endorsement of a product or service.

It is the responsibility of advertisers to ensure that proposed advertising does not contravene any applicable legislation prior to submission to the Library for consideration. The Library assumes no liability for advertisements that contravene legislation and all advertisers will be required to indemnify the Library for any costs or damages the Library may incur as a result of their advertising.

This policy also includes directives to ensure that advertising does not negatively affect other sources of sponsorship and fundraising revenue secured by the Library or the Toronto Public Library Foundation (the "Foundation").

Scope

The following policy applies to all arrangements whereby persons other than the Library or the Foundation or a person approved under another Library policy pays for advertising on approved Library advertising property including, but not limited to, publications, websites, video screens, trucks and other spaces identified by the Library.

This policy does not apply to:

- Sponsorship (*see Sponsorship Policy*);

- Naming (*see Naming Policy*);
- In-branch distribution of non-commercial materials (*see Displaying and Distributing Information for the Public Policy*);
- Affiliate programs
- Philanthropic gifts, donations or grants;
- Government grants or funds;
- External program or project partnerships, where the Library sponsors, partners with, or contributes to programs or projects of other organizations.

Specific Directives

The Library considers advertising proposals from persons other than the Library or the Foundation or a person approved under another Library policy based on the guidelines contained in this policy. The Library does not have an obligation to accept any advertising proposal. The Library, at its sole discretion, may remove advertising that contravenes this policy from its property, at no cost to the Library and all advertisers will be required to indemnify the Library for any costs or damages the Library may incur as a result of their advertising.

The Library will consider advertisements based on the following guidelines:

1. The Library will implement the Advertising Program in a transparent and accountable manner in compliance with the Library's policies and procedures.
2. Advertisements must be in compliance with City of Toronto by-laws; applicable provincial and federal laws and regulations, including the Ontario Human Rights Code; and the *Canadian Code of Advertising Standards* (see Appendix 1).
3. The Library does not accept advertising material promoting discrimination, stereotypes, socially unacceptable behavior, gratuitous violence, obscene or profane language or unfair representation. Without limiting the generality of the foregoing points, advertisements shall not:
 - a. condone any form of personal discrimination, including that based upon race, national origin, ethnic origin, religion, age, ancestry, colour, citizenship, creed (religion), sex, sexual orientation, gender identity, record of offence, marital/family status, same sex partnership status, or disability;
 - b. appear to exploit, condone, or incite violence; or directly encourage or exhibit obvious indifference to, unlawful or reprehensive behavior;
 - c. demean, denigrate, or disparage any identifiable person, group of persons, firm, organization, industrial or commercial activity, profession, product or service, or attempt to bring it or them into public contempt or ridicule;
 - d. undermine human dignity; or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population;

- e. promote views and ideas which are likely to promote discrimination and hatred;
 - f. cause or invite hostility or division between people of different racial or national groups, or might reasonably give rise to hostility or division.
4. Advertising must be appropriate for all ages, in keeping with the Library's goal of creating a welcoming and supportive environment for everyone.
 5. Library audiences must know on whose behalf an advertising message is being presented by use of a brand name, logo, or other forms of identification.
 6. Advertising on Library properties does not provide, nor imply, Library endorsement of advertisers, their messaging or their points of view. The Library reserves the right to explicitly disclaim endorsement of advertisers or advertising in any ad space.
 7. Advertisers and advertising will not influence the selection and provision of library materials, programs, services or content. It must always be clear to audiences when external products, services or points of view are being advertised.
 8. Delivery of Library branding, content, communications, services, programs or collections, as well as the Foundation's branding and communications, must not be impeded by the location, prominence, or messaging of paid advertising or advertisers.
 9. Advertising promoting contests and lotteries must comply with the applicable provisions of the *Criminal Code*, the *Competition Act*, and any other applicable legislation.
 10. The Library will NOT accept the following types of advertising content:
 - a. advertising that detracts from the Library's public image or could place the Library at the centre of a controversy or sensitive issue;
 - b. advertising that is considered of questionable taste, or which in the Library's discretion is considered irritating in its style, content, or method of presentation.
 - c. advertising that is partisan or political in nature;
 - d. the promotion of religious beliefs or convictions;
 - e. personal ads and notices, and notices of items for sale or rent;
 - f. the promotion of tobacco and alcohol companies and products.
 - g. the promotion of surveys, pledges, forms or petitions;
 - h. fundraising, unless otherwise agreed upon through mutual consultation between the Library and the Foundation.
 11. Consistent with the Municipal Freedom of Information and Protection of Privacy Act and the Library's Access to Information and Protection of Privacy Policy, advertisers will not

be given access to individual customer records and data. However, aggregated customer demographic information that is publicly reported by the Library may be used for advertising sales purposes.

12. Specifications and guidelines for advertising locations, sizes, formats and rates are established and managed by the Library and must be adhered to by the advertiser.
13. Should organizations with sponsorship, naming, affiliate program, donor, display and distribution agreements, or partnership agreements with the Library wish to advertise as part of the Library's advertising program, a separate advertising contract complying with this policy will be required.

Process for Advertising with the Library

1. The Advertising Policy, as approved by the Board, governs all advertising opportunities on Library property. The policy and advertising program are managed by the Library.
2. Library staff is authorized to establish or negotiate and charge fees for advertising or contract a third party company to do so.

Third party companies may be contracted through the Library's procurement policy and procedures to implement some, or all, of the Library's advertising program components, and

It is the responsibility of the company contracted to deliver the sale, posting and implementation of advertising within the agreed upon Library vehicle(s) in compliance with all terms and conditions of the advertising policy.

3. The Library will establish an Advertising Review Working Group (ARWG) comprised of Library Board members and Library staff to make determinations on whether advertising is consistent with this policy in the event that a) an advertiser disagrees with the decision of a third party company or Library staff on whether advertising is consistent with this policy, or b) if a member of the public files a complaint claiming that advertising accepted by the Library is not consistent with this policy. The ARWG will review advertising materials for acceptability, as required and is the final arbiter in all matters relating to Library advertising acceptability in accordance with this policy. The Library reserves the right to remove any advertising, at no cost to the Library, even if it has been previously reviewed and approved.
4. Any advertisement with reference to public libraries and/or the Library must be presented by the advertiser to the company and/or the Library for approval prior to the advertisement being produced. Library staff and/or ARWG will review and provide approval to post.
5. All advertisers should satisfy themselves that their proposed advertising does not contravene any applicable laws.

6. In instances where advertising is not accepted for placement by the Library, appeals or inquiries by the advertiser can be requested of the ARWG. The ARWG will become involved, at its discretion, in carrying out this policy, and may overrule decisions made by the company. ARWG will be the final arbiter in all matters relating to Library advertising acceptance.
7. In instances where members of the public wish to file complaints or inquiries about advertising displayed on Library property, they may use existing Library feedback procedures.

Definitions

Advertising is a business arrangement where an external organization purchases or leases space, or time, on any form of Library property for the purpose of communicating with the public with the intent to influence their choice, opinion or behavior. Unlike 'sponsorship' it involves the use of contracted public advertising in set locations, for a set period of time. Advertising does not imply any reciprocal partnership arrangement since the advertiser is not entitled to any additional benefits beyond access to the space or time.

Advertising Review Working Group (ARWG) is a working group whose role is to review advertising materials on an as required basis and make determinations on whether advertising is consistent with this policy in the event that there are disputes. The working group is made up of library staff and appointed Board members; additional Library and Foundation staff will be consulted when needed. ARWG will be the final arbiter in all matters relating to advertising acceptability in accordance with this policy.

Advertising Standards Canada (ASC). The non-profit advertising body committed to creating and maintaining community confidence in advertising. Its mission is to ensure the integrity and viability of advertising through industry self-regulation.

Affiliate Program refers to a negotiated, mutually beneficial business arrangement between the Library and an external organization whereby the Library receives a referral fee or commission from sales when a customer clicks an affiliate link to get to the organization's website. A policy or agreement outside of the advertising policy is required.

Canadian Code of Advertising Standards. The advertising industry's principal instrument of advertising self-regulation and is administered by ASC. The code sets the criteria for acceptable advertising and forms the basis upon which advertising is evaluated in response to consumer, trade or special interest group complaints.

A **philanthropic gift or donation** is an arrangement where a donor contributes cash and/or in-kind goods or services to the Library, or the Foundation, without expectation or requirement of a reciprocal benefit. While most donors expect some form of recognition as a result of their gift, the recognition is marginal in value relative to the value of the gift as defined by the Canada Customs and Revenue Agency.

A **sponsorship** is a mutually beneficial business exchange between the Library and an external organization whereby the sponsor contributes funds, products or in-kind services to the Library, and/or to the Foundation, in return for recognition, acknowledgement or other promotional

considerations. Sponsorships involve an association between the sponsor and the Library and/or the specific program, event, service or activity being sponsored.

Toronto Public Library Foundation is an independent corporation with the mission to provide essential resources for the enhancement of Toronto Public Library and to allocate funds to priority needs not supported by municipal funding.

Accountability

The Director of Communications, Programming and Customer Engagement is responsible for the implementation of this policy.

The Advertising Review Working Group (ARWG) is responsible for reviewing advertising materials on an as required basis and for dispute resolution.

Related policies

- Displaying and Distributing Information for the Public
- Sponsorship
- Naming
- Access to Information and Protection of Privacy
- Procurement Processes

Appendices

Canadian Code of Advertising Standards

APPENDIX “H” – TORONTO PUBLIC LIBRARY SPONSORSHIP POLICY

POLICY: SPONSORSHIP

SECTION: II - General Policies - Miscellaneous

MOTION#/DATE: 02 - 127 – July 15, 2002

REVISED: 08 - 146 – September 15, 2008

Application and Scope

The following policy applies to all arrangements whereby an external organization sponsors or contributes to Library programs, events, activities, and services as defined below in the definition of sponsorship.

This policy does not apply to:

- philanthropic gifts or donations;
- advertising;
- grants or funds obtained from other levels of government;
- arrangements where the Library sponsors or contributes to external projects of other organizations.

Definitions

A **sponsorship** is a mutually beneficial business exchange between the Library and an external organization (hereinafter the sponsor) whereby the sponsor contributes funds, products or in-kind services to the Library, and/or to the Foundation, in return for recognition, acknowledgement or other promotional considerations. Sponsorships involve an association between the sponsor and the Library and/or the specific program, event, service or activity being sponsored.

A **philanthropic gift or donation** is an arrangement where a donor contributes cash and/or in-kind goods or services to the Library, or the Foundation, without expectation or requirement of a reciprocal benefit. While most donors expect some form of recognition as a result of their gift, the recognition is marginal in value relative to the value of the gift as defined by the Canada Customs and Revenue Agency.

Advertising is a business arrangement where an external organization purchases, buys or leases space, or time, on Library property for the purpose of communicating with the public. While some sponsors will receive advertising as part of their overall sponsor benefit package, the advertising will generally represent a small component of the overall sponsorship

arrangement. Furthermore, advertising does not generally imply an association between the advertiser and the Library as is the case with a sponsorship.

Policy Statement

Toronto Public Library recognizes that public funding is the principal and most important source of funding for library service in Toronto. The Library endorses the Canadian Library Association's *Position Statement on Corporate Sponsorship Agreement in Libraries* (Appendix 1) which supports the importance of public funding for the public good, while allowing libraries to pursue supplementary funding. Publicly funded libraries can and do explore other sources of funding, such as grants, gifts, donations, partnerships and sponsorships, to ensure that they provide the best possible services to their communities. Corporate sponsorships are one source of additional support that allows libraries to enhance the level, extend the range, or improve the quality of library service.

In this context, the Library welcomes and encourages the business community, and other external organizations, to support the Library through the establishment of sponsorships that provide resources, including revenue and/or in-kind contributions, to enhance events, programs, activities and services to the community.

General Criteria

The Library will consider sponsorship opportunities based on the following criteria:

1. Merit of Sponsorship

Sponsorships must benefit the Library by allowing it to maintain, enhance, promote and/or market approved Library programs, services, events or activities. In return for providing certain benefits to the sponsor, the Library and/or the Foundation will receive resources in the form of cash, products, services or other in-kind contributions which can be used directly in support of the sponsored program or indirectly to support other Library programs, services, events or activities.

2. Best Interest of the Public

The Library is committed to engaging in sponsorships which maximize benefits to the Library and hence to Library users.

3. Appropriateness of Sponsor

The Library is committed to selecting appropriate sponsors for Library programs, events, services and activities. Prior to engaging in a sponsorship relationship, the Library will assess the reputation of the potential sponsor, the nature of the sponsor's business and the effect that an affiliation with that sponsor will have on the Library's public image.

4. Appropriateness of Sponsor for Children

The Library will give special consideration to sponsorships involving or targeted to children (under the age of thirteen years), including attention to evolving community values and standards.

The Library will not seek or accept sponsorships for programs, events, services or activities involving or targeted to children:

- from companies whose products cannot be legally sold or distributed to children;
- from companies whose products are inappropriate for use by children;
- that involve commercial advertising of food and beverages to children.

5. Appropriate Benefits for the Sponsor

The sponsor will receive a benefits package and level of recognition that is commensurate with the value of its contribution.

Within the general conditions of this policy, a wide range of sponsor benefits may be negotiated including, but not limited to, naming rights, supplier arrangements, public recognition, advertising and/or the placement of the sponsor's name and/or logo on Library property (e.g. Library cards, facilities, rooms, collections) and/or on printed materials (e.g. date due slips, posters, bookmarks, flyers, banners, brochures).

Recognition may be in conjunction with, but not necessarily limited to, the programs, events, services or activities which are supported by the sponsor.

6. No Endorsement

While sponsorship involves an association between the sponsor and the Library, the Library will not officially endorse the sponsor or their products and services.

7. Library Priorities

Programs, events or activities for which sponsorship is sought must be part of the Library's approved service mandate, annual business plan or included on the Library's list of fundraising priorities.

8. Library Principles

In developing sponsorship arrangements the Library will:

- a. not compromise the public service objectives of the Library or of the sponsored event, service, program or activity;
- b. protect its principle of intellectual freedom and equity of access to its programs, services and collections;
- c. protect the confidentiality of customer records;
- d. not permit sponsors to have any impact on the policies and practices of the Library (e.g. materials selection or purchasing) or to influence or alter the basic goals and objectives of Library programs.

9. Adherence to Library Policies

All sponsorship arrangements must be in accordance with all relevant Library policies (e.g., Conflict of Interest, Purchasing). Should a specific sponsorship arrangement require an exception to an existing Library Policy, the Library Board will be asked to approve such exception.

Sponsorship Solicitation

The Library is committed to as open, competitive, transparent and accountable a sponsorship process as possible while being sensitive to the need for confidentiality with respect to the business interests of some sponsors, particularly during the negotiation phase.

As a general principle:

1. all suitable and potentially interested external organizations will be given access to information about sponsorship opportunities available with the Library and should have full opportunity to participate;
2. in soliciting sponsors, reasonable effort will be made to identify and approach a number of potentially interested and suitable sponsors for each available sponsorship opportunity.

Single sourcing of sponsorship opportunities will be avoided where possible, but may be considered under the following circumstances:

1. severe time constraints preclude the normal process;
2. only one interested and suitable potential sponsor can be identified;
3. when the Library, or the Foundation, is approached by an external organization with an unsolicited sponsorship proposition and it is considered inappropriate to seek competing proposals from other organizations based on the same concept.

Approval of Sponsorships

Prior to the solicitation of sponsors for a Library project, the sponsorship component of the project must receive concept approval from the City Librarian or his or her delegate.

Final approval of the actual sponsorship agreement is as follows:

1. The City Librarian may approve sponsorships which are:
 - a. valued at \$100,000 or less per year; and
 - b. have a term of three years or less; and
 - c. have a total, multi-year value of \$250,000 or less.
2. The Library Board must approve all sponsorships which do not meet all of the above criteria, or which involve the naming of Library branches, programs, or collections.

Once negotiations are complete, and appropriate approvals have been received from all parties, the general terms of the sponsorship will be included in a Board report and, will be made available for public information at the appropriate time.

Written Agreements

All sponsorship arrangements must be confirmed in writing and be authorized and signed by the appropriate authorities for the Library, the sponsor and, if appropriate, the Foundation.

Written agreements must cover all substantial terms and conditions of the sponsorship arrangement.

Roles and Responsibilities

As per the Letter of Understanding between the Toronto Public Library Board and the Toronto Public Library Foundation, dated August 28, 1999, the Toronto Public Library Foundation is the official fundraising arm for the Toronto Public Library. According to the Letter of Understanding, fundraising is broadly defined to include responsibility for soliciting and negotiating sponsorships on behalf of the Toronto Public Library.

The Library reserves the right to refuse any sponsorship that it, in its sole discretion, considers to be inappropriate or unsuitable to the advancement of the mission and objectives of the Library.

Appendices

Appendix 1: Canadian Library Association's Position Statement on Corporate Sponsorship Agreements in Libraries

Appendix 1

Canadian Library Association's Position Statement on Corporate Sponsorship Agreement in Libraries

Libraries enrich lives, provide information needed for work and daily living, and foster informed communities which are essential to a democratic society. In recognition of this important function, communities support libraries through public funding. The library's first priority is to ensure the continuation and growth of this primary relationship -- public funding for the public good.

CLA encourages and supports advocacy to maintain and develop public funding as the principal source of support for public, school, academic and government libraries. Publicly funded libraries can and do explore other sources of funding, such as grants, gifts, donations, partnerships and sponsorships, to ensure that they provide the best possible services to their communities. Corporate sponsorships are one source of additional support that allows libraries to enhance the level, extend the range, or improve the quality of library service.

To ensure that partnerships enhance the library's image and add value to library services, libraries need to develop policies and sponsorship agreements that outline the conditions and the benefits of the sponsorship arrangement.

CLA believes that the following principles are important in developing sponsorship policies and agreements. Libraries have a responsibility to:

1. demonstrate that sponsors further the library's mission, goals, objectives and priorities, but do not drive the library's agenda or priorities.
2. safeguard equity of access to library services and not allow sponsorship agreements to give unfair advantage to, or cause discrimination against, sectors of the community.
3. protect the principle of intellectual freedom and not permit sponsors to influence the selection of collections, or staff advice and recommendations about library materials, nor require endorsement of products or services.
4. ensure the confidentiality of user records by not selling or providing access to library records.
5. be sensitive to the local political and social climate and select partners who will enhance the library's image in the community.

June 21, 1997