

HSCS/DLS-00001

**Request for Proposal
Library System Evaluation**



**Delaware County
Department of Library Services**

INTRODUCTION

Delaware County Libraries seeks to contract with an experienced library consultant(s) to evaluate its current model for the provision of library services and the information and library needs of Delaware County residents, as well as develop comprehensive recommendations for delivering those services equitably and economically in the future.

Delaware County Libraries administrative headquarters is a department of county government charged with supporting public library service to 576,860 county residents. Delaware County Libraries is designated by the Pennsylvania Department of Education Office of Commonwealth Libraries as a District Library Center. Twenty-six public libraries (28 locations, Appendix A) in the County are members of Delaware County Libraries and are united to form the federated Delaware County Library System. Each library maintains its autonomy yet cooperates with the programs and services offered by Delaware County Libraries through a system agreement (Appendix E). A seven-member advisory board of library trustees appointed by Delaware County Council sets policy for Delaware County Libraries. There is a staff of 17 full-time employees (Appendix B).

Delaware County Libraries services and coordinated activities for the member libraries include a computerized catalog of library holdings, a wide-area Electronic Information Network, technology hardware (computers, printers, scanners, fax machines), daily van delivery service, Interlibrary Loan, consulting services and technical assistance, reference and research services, continuing education programs, assistance with public relations and marketing, rotating collections of books, eBooks and eMagazines, multiple research databases and language database, and online tutoring. Delaware County Libraries receives funding from the Commonwealth of Pennsylvania, the County of Delaware, and various grant funds. These dollars fund Delaware County Libraries headquarters and support operations. Delaware County Libraries also distributes state and county funds to the member libraries for their individual operating costs.

The Delaware County Libraries Board adopted a new strategic plan, *Our Libraries are Vital and Valued*, at its February 2022 meeting. Together with County Council priorities, and activities set forth within the Library Code and Regulations, this plan provides the vision for the work of Delaware County Libraries and the collaborative partnerships that exist between Delaware County Libraries and its member libraries.

OBJECTIVE

Delaware County Libraries formed in 1981 and all public libraries operating in Delaware County at that time joined the federated system. In the intervening 40+ years, there have been many changes to the public library landscape both within the County and the Commonwealth. The Delaware County Libraries' System Agreement has not been updated since 1984 and the Standards for New Delaware County Libraries System Members has not been updated since 2001. Population density has shifted, the needs of residents have evolved, and the Pennsylvania Public Library Code and Regulations have been updated necessitating a review of the operations, organization, and practices of Delaware County Libraries.

PROPOSAL TIMELINES

<i>Action</i>	<i>Date</i>
RFP Released	Issue Date – April 20, 2023
Applicant Questions Due: Address questions to: Catherine Bittle cbittle@delcolibraries.org	Due date of Questions – May 5, 2023 Question responses will be posted by close of business May 12, 2023
RFP Responses Due	Due Date of responses – June 2, 2023
Proposal Review Dates	June 9, 2023 – June 23, 2023
Applicant Selection Date	July 19, 2023 (County Council Approval)
Planning Process	July 2023 - September 2023
First Draft of Plan Due	October 20, 2023
Additional Drafts As Needed	October 20 – November 17
Final Plan Due	December 1, 2023

SUBMISSION INSTRUCTIONS

Delaware County will receive responses to this Request for Proposal via electronic submission using PennBid (www.pennbid.net) until 9:30 AM on June 2, 2023, following which the responses will be opened with results displayed publicly on PennBid. Documents are available at no cost on PennBid. Submissions are being accepted through PennBid only. See <https://www.delcopa.gov/purchasing/index.html> for more information on PennBid.

- A. Applicants must respond to all components of this Request for Proposal.
- B. Proposals must be uploaded onto PennBid before the submission deadline.
- C. Proposal submissions must include two (2) uploads:
 - a. One (1) ORIGINAL (professional on formal letterhead; and
 - b. One (1) COPY with ALL provider information must be redacted from, this copy must not contain any provider identifiers, those that do will not be considered.
- D. The submission must include the following separate documents:
 - a. Technical Proposal
 - b. Cost Proposal
 - c. Transmittal Letter signed by an official who has the legal authority to bind the company to the terms of the proposal.

It is the responsibility of the applicant to ensure that its response is received by the date and time specified. All costs (including travel) incurred in the preparation of the response will be the responsibility of the applicant and will not be reimbursed by the County or any other entity.

The County reserves the right to disqualify any proposal received after the specified date/time and not completed in the indicated format and inclusive of required information.

The County reserves the right to conduct Best and Final negotiation in its sole discretion.

ADDITIONAL INFORMATION FROM APPLICANTS

A. Inquiries

Any questions pertaining to this Request for Proposal must be submitted via the "Clarifications" feature within PennBid by 5:00 PM on May 5, 2023. Telephone inquiries will not be entertained. Applicants shall refrain from contacting or soliciting any staff member or official of the County regarding this Request for Proposal until the time of award by County Council. Failure to comply may result in disqualification of the firm.

B. Contract

The successful applicant will be expected to enter into an agreement with Delaware County, subject to the availability of local, state, and federal funds and County Council's approval. Standard Terms which are anticipated to be in such contract are attached hereto as Exhibit A. Applicants should indicate in their responses any requested changes to such standard terms.

The County may terminate any contract on five business days' written notice if County Council determines that entering into the contract resulted in a violation of Section 6-12.D. of the County's Administrative Code and imposes termination of said contract as a penalty for such violation. County Council may also require repayment to the County of any profit made by a Contractor under such contract as a penalty for such violation. Contractor agrees to send the County a written affidavit in reasonable detail calculating such profit within fifteen days of written notice if the imposition of such penalty together with repayment of such profit.

C. Rejection of Proposals

Delaware County Council reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of service to be furnished meets the requirements for which it is intended. They further reserve the right to insist or waive any technicalities required for the best interest of the County and to consider competency and responsibility of the bidder before the award of the contract. Also, the County may negotiate separately with competing applicants in an effort to get a Best and Final Offer. If all proposals are unacceptable, the County reserves the right to reject the proposals and to issue a new Request for Proposal, if indicated.

D. Amendments to Request for Proposal

If it becomes necessary to revise any part of this Request for Proposal, the County will issue an Amendment to all applicants who responded to the original Request for Proposal and post on the County and Delaware County Libraries websites.

E. Other Provisions

All responses received to this Request for Proposal become the property of the County. Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law.

This Request for Proposal is not subject to the competitive bidding process, and any contract entered into as a result of any response submitted will not be based on the concept of the "lowest responsible bidder".

INFORMATION REQUIRED FROM APPLICANTS

Failure to adhere to requirements for each section of the proposal may result in disqualification.

A. Technical Proposal

The Technical Proposal should address all questions and requirements as outlined in this Request for Proposal.

B. Cost Proposal

The Cost Proposal should include all costs required to implement the submitted proposal and must be submitted in the required format.

C. Transmittal Letter

The Transmittal Letter must be on the applicant's letterhead and signed by an individual with the legal authority to bind the applicant. The letter must identify the primary program and fiscal contact for the applicant and state the applicant accepts the terms, conditions, criteria, and requirements set forth in the Request for Proposal.

D. Campaign Contribution Disclosure

Each applicant shall provide a Political Contribution Disclosure Form (attached hereto, along with instructions, as Attachment B) together with its response, and, if selected, an updated form prior to consideration of approval of its contract by County Council.

E. Contract Terms

Indicate any requested changes to the standard terms attached hereto as Exhibit A.

TECHNICAL PROPOSAL

All members of the Delaware County Libraries system receive State Aid and are subject to Pennsylvania Library Laws and Regulations. Enacted in 2012, the Public Library Code provides laws related to the State Library of Pennsylvania and public libraries in Pennsylvania (24 PA. C.S. Education. Chapter 93.) The Pennsylvania Code contains library regulations (22 PA Code §§ 131 - 143.) which explain how the Public Library Code is implemented. Guidelines are also approved by the Governor’s Advisory Council on Library Development (GAC). GAC Guidelines provide more detailed procedures for implementation of library laws, regulations, and official statements of policy from the Pennsylvania Department of Education.

While the 1984 Delaware County Libraries System Agreement requires all member libraries meet State Aid Incentive For Excellence and Minimum Standards For Local Libraries (Appendix D), not all do so at this time. In 2021, 22 of 26 libraries were out of compliance with at least one standard.

The primary deliverable for this project is a publicly available, comprehensive plan for the provision of equitable and sustainable library services throughout Delaware County. The following goals and scope should be considered:

Goal	Scope	Responsible Party
1. Evaluation of member libraries in the Delaware County Libraries federated system	Perform site visits to all Delaware County Libraries locations and Delaware District libraries. Site visits should include interviews with key library personnel/leadership to gather perceptions about operational and service strengths and constraints	Consultant
	Review, compile, and analyze available data such as, but not limited to, Pennsylvania Public Library Data Collection (annual report), Waiver Assessment for Libraries, audits and financial reviews, 2020 Census data	Delaware County Libraries, Consultant
	Establish the direct and indirect costs to move the individual libraries from not meeting standards to meeting Incentive for Excellence as well as Minimum Standards for Local Libraries. <i>(2021 data: 5 libraries did not meet Director Continuing education standard, 6 libraries did not meet FTE standard; 13 libraries did not meet collections</i>	Delaware County Libraries, Consultant

	<i>spending standard; 17 libraries did not meet hours of operation standard)</i>	
	Determine inequities and inefficiencies in the delivery of core services, including but not limited to service hours, availability of staff help, access to technology, collection size, and public programs, and identify opportunities for more collaboration between member libraries	Consultant
2. Evaluation of Delaware County Libraries Headquarters	Evaluate the operations and physical plant of Delaware County Libraries headquarters departments through site visits, review of job descriptions, interviews with identified staff and Delaware County Libraries Board members, Delaware County leadership, and Office of Commonwealth Libraries leadership	Consultant
	Establish the direct and indirect costs to Delaware County Libraries headquarters support departments and functions associated with ensuring each member library meets Incentive for Excellence and Minimum Standards for Local Libraries	Consultant
	Review 1984 System Agreement (Appendix E) and provide recommendations for the creation of a new agreement including recommendations regarding services offered, service area adjustments, a local funding formula, and measures of accountability	Consultant
	Review applicable sections of the Pennsylvania Code to ensure any recommended changes are within the bounds of law	Consultant, Delaware County Libraries, Libraries Board, & County Council
3. Assessment of information and library services needs of residents	Survey community leaders throughout the county with particular attention to currently unserved municipalities and areas surrounding libraries not meeting standards	Consultant

	Review and utilize data collected in the 2022 Delaware County Libraries strategic plan	Delaware County Libraries, Consultant
	Review and utilize available data such as 2020 Census, Delaware County Intermediate Unit and school district reporting	Consultant
4. Establishment of path to add member libraries	Evaluate the 2001 Standards for New Delaware County Libraries System Members (Appendix F) and make recommendations for new standards and a pathway to reaching standards for potential new members	Consultant, Delaware County Libraries, Libraries Board, and County Council
	Determine the impact to the Delaware County Libraries headquarters' budget and staffing to serve additional members as well as the impact to vendor contracts	Consultant
	Review applicable sections of the Pennsylvania Code to ensure all recommended changes are within the bounds of law	Consultant

Reports, Meetings, Presentations Required from Consultant

The successful proposal will clearly indicate how the following will be accomplished:

Meetings & Presentations

- A. The Proposer must hold one in-person meeting with senior Delaware County Libraries Administration at the beginning of the project and include additional regular communications by telephone, virtual meeting, or e-mail.
- B. The Proposer shall publicly present the final plan of the recommendations and evaluation to senior Delaware County Libraries Administration and the Delaware County Libraries Board.
- C. The Proposer shall present the Final Plan at a public Delaware County Council meeting.

COST

The not to exceed cost of this project is \$75,000. If the budget exceeds \$75,000, the budget should provide options for implementing the project (along with associated costs) to achieve the study's overall objectives.

The Consultant must justify the cost based on the quality of the product and the level of detail. If proposing to modify the Scope of Work, the Consultant must indicate how and why within the project budget.

The project budget must include the proposed hours by task for each person assigned to the project. The job title and proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The cost shall not exceed the maximum project budget.

Exhibit A
Delaware County
Standard Contract Terms

1. Termination. The County may terminate the Agreement with or without cause on fifteen (15) days written notice. If the Agreement is terminated for any reason, the County shall not be liable to Consultant for any damages, claims, losses, or any other amounts arising from or related to such termination, and Consultant's fees shall only be payable as accrued through the date of termination.

2. Invoices; Expenses. Consultant shall submit an invoice within forty-five (45) days from the last day of the month within which the work is performed. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Consultant shall be paid for services acceptable to County within forty-five (45) days of receipt of each invoice. Consultant agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

Any request for payment of expenses (including travel) must be pre-approved, in writing, by the County Executive Director, and will only be paid upon presentation of appropriate receipts. All travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.

3. Compliance with Legal Requirements. Consultant shall stay fully informed of the applicable Federal, state and local laws, rules and regulations affecting the performance of the Agreement and shall at all times comply with such laws as they may be amended from time to time.

4. Confidentiality and Use Restrictions. All government and business information disclosed by the County to Consultant in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no action of Consultant, or it was or later is rightfully developed or obtained by Consultant from independent sources free from any duty of confidentiality. The County's confidential information shall be held in strict confidence by Consultant and shall not be used or disclosed by Consultant for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that the County is given notice and a reasonable opportunity to obtain a protective order at the County's cost and expense. Consultant understands that the unauthorized disclosure of confidential information may violate the state and/or Federal law and subject Consultant to civil liability. Consultant agrees to enter into any further agreement reasonably required to implement the provisions of this paragraph.

5. Independent Contractor. It is expressly acknowledged by the parties that the County and Consultant are independent contracting parties, and Consultant shall be deemed at all times to be an independent contractor and not an employee of the County. Nothing in the Agreement shall be construed to create a principal/agent, employer/employee, master/servant, or partnership or joint venture relationship. Consultant shall be responsible for paying any taxes applicable to payments made under the Agreement.

6. Indemnification. Consultant shall indemnify and hold harmless the County, its council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) arising from, in connection with or caused by any act or omission of Consultant. Notwithstanding the foregoing, Consultant shall have no obligation under this Section with respect to any loss that is caused by the gross negligence or willful misconduct of the County.

7. Assignment; Successors and Assigns. Neither the Agreement nor any of Consultant's rights hereunder shall be assigned or subcontracted by Consultant without the prior written consent of the County. Any purported assignment in violation of this section shall be of no force or effect. The Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

8. Compliance with Law. Each and every provision required to be inserted in the Agreement by the law of the Commonwealth of Pennsylvania (the "Commonwealth") or the lawful regulations of any agency of the Commonwealth, and, if the services hereunder involve the use of federal funds, by any law of the United States of America or the lawful regulations of any federal agency applicable to the Agreement, are included herein by reference, and the Agreement shall be read, interpreted and enforced as if such provisions were set forth therein full. If desired by the County or by any Commonwealth or federal officer having power to require the inclusion of provisions and terms herein, the Agreement shall be forthwith physically amended to include such provisions over the signature of the Consultant.

9. Applicable Law, Jurisdiction. The Agreement shall be governed in all respects by the laws of the Commonwealth without giving effect to its rules relating to conflicts of laws. Consultant irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

10. Insurance. Consultant shall, at its sole cost and expense, procure insurance in amounts reasonable and customary for the services being provided hereunder and provide to the County proof of such insurance upon request.

11. Title to Work Product. Title to all deliverables generated by Consultant in performance of this Agreement shall be vested in the County to use in any manner and for any purpose it may desire. Consultant shall not publish any deliverables generated in its performance of this Agreement without the written consent of the County, to be given or withheld in its sole discretion.

**Attachment B
Delaware County
Political Contribution Disclosure Form**

Definitions and Instructions

Timing

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. *See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.*

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

Schedule A
 Delaware County
 Political Contribution Disclosure Form

Reportable Contributions within Past 24 Months

Name of Contractor: _____

Date: _____

<u>Contributor*</u>	<u>Candidate</u>	<u>Date</u>	<u>Amount</u>	<u>Relationship of Contributor to Contractor</u>

**Reporting required for Contractor and all other entities and persons related to Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution."*