



THE LONDON PUBLIC LIBRARY BOARD

Request for Professional Consulting Services: Archival Consultant Services for the Library's London Room

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The London Public Library Board

Financial Services
251 Dundas Street
London, Ontario N6A 6H9
procurement@lpl.ca

October 11, 2024

ELECTRONIC SUBMISSIONS ONLY shall be received by The London Public Library Board ("Library"), no later than the closing time and date.

Project Name	Archival Consultant Services for the Library's London Room
Question Period Closing Date and Time	October 25, 2 p.m.
Closing Date and Time	November 1, 2 p.m.
Review and Evaluation of Submissions	Nov 2024
Contract Award	Dec 2024

1.0 Request for Proposal Details

1.1 Purpose

The London Public Library (Library) is seeking experienced Archivist or services offered by a vendor to provide consultation of the Library's London Room local history collection and all processes related to its preservation, organization, classification, administration, scope, value and digitization potential.

1.2 Background

The Library's Ivey Family London Room is located at the Library's Central Branch at 251 Dundas St. in downtown London, ON. It contains a wealth of original and secondary historical source materials on the city of London and the Middlesex County, such as:

- Books;

- Newspapers;
- Diaries & manuscripts;
- Minutes;
- Maps;
- Selected community depository collections (e.g. Nature London, IODE, London Horticultural Society);
- London Free Press clippings files;
- Photographs and other memorabilia, and
- Selected municipal documents

Estimates of our current holdings are as follows:

- 10,000 books in closed stacks;
- 462 archival boxes in closed stacks (mix of materials including donated collections (e.g. Betty Spicer Collection (first London Room librarian) Charles Deane Kent Collection (Byron history), sheet music, the Gord McDonald London postcard collection, municipal advisory committee reports, entertainment programmes, oral history tapes);
- 1,500 books in reading room;
- 1,000 microfilm reels; and
- 3,000 envelopes of clippings
- 150,000 newspaper clippings

Only a select number of documents are currently digitized.

1.3 Scope of Work

The consultant will report directly to the CEO and the Director of Customer Service and Branch Operations and be responsible for the following:

- Revision of gift acceptance and deaccession policies and a collection scope statement. This will be done in consultation with staff and should be completed prior to other work.
- A detailed assessment of the entire collection which includes whether the material is within the scope, it's value as a resource to the community and any potential market value
- Recommendations for corporate archiving and preservation.
- Recommendations for any identified staffing and training gaps

- Recommendations for classification and metadata standards
- Recommendation for preservation and climate-control needs, including facility upgrades requirements
- A full digitization strategy which should include:
 - A prioritized list of items to be digitized based on suitability, preservation risk and value to the London community with a higher degree of attention given to items that would be of significant value to London’s equity-seeking communities;
 - A risk assessment pertaining to copyright obligations of items or collections designated as a priority for digitization;
 - A digitization plan, which will identify interface tools, equipment, expertise required, discovery platform requirements and budget needs, and
 - Addressing the preceding in a comprehensive report that the Library will draw from when developing an organizational strategy and presenting to potential funders for future digitization efforts.

This work will require the consultant to spend extensive time in the London Room for evaluation. Guidance will be provided by Management and the London Room staff.

With the exception of the creation of a gift acceptance and deaccession policy and a collection scope statement, all recommendations will be provided in a report at the end of the term.

1.4 Proposed Schedule

Event(s)/Meeting, etc.	Estimated Date (2025)
Initial meeting(s) with staff and familiarization with London Room	Feb
Policy revisions	Feb-Mar
Assessment in support of required recommendations	Apr-May
Initial findings report and discussion	Jun
Development of recommendations and digitization strategy	Jul-Aug
Reports presented to staff	Sep
Presentation to Library Board	Oct

1.5 Budget

The approved budget for this consultation is appx \$100,000 (CDN).

1.6 Pricing

- a) The Library is seeking firm prices for the contract period.
- b) The Library is seeking pricing for the initial contract period, in cases where prices are not firm, the Library reserves the right to negotiate and accept or reject any and all price increases. If price increases are deemed unacceptable, the Library reserves the right to cancel the contract with thirty (30) days written notice, without penalty.
- c) All prices must be stated in **Canadian** funds.
- d) HST shall not be included and shown as an extra.
- e) Quoted prices must include all additional fees, levies, environmental fees, commodity surcharges, disposal fees, paper invoice charges, travel, etc. The Library will not pay any additional fees above the line item cost.

1.7 Contract Period

The Library is seeking to award a contract for up to nine (9) months beginning February 1, 2025 and ending no later than October 31, 2025.

2.0 Submission Requirements

2.1 General Requirements

- a) The Library is requesting Proposals from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in this request.
- c) Proposals will be assessed according to how well they assure the Library's success in relation to this request. The detail and clarity of the Proposal will be considered indicative of the Proponent's expertise and competence.
- d) All information provided in response to this request must contain sufficient detail to support the services being proposed. Incomplete Proposals will not be considered.

2.2 Specific Requirements

The Proponent's submission must provide the information requested below. The evaluation team will review and evaluate the information received from proponents in response to the items listed in this section. Failure to respond to any requested information will be deemed as unresponsive to that item. Information submitted is subject to verification, and further pertinent information may be obtained from references.

The Proponent is required to provide the information under the same order, headings and numbering sequence. The Proponents shall email their submission to procurement@lpl.ca.

2.2.1 *Work Program*

The Proponent is invited to submit a proposal which describes in detail the approach, project tasks and schedule which will be adopted to implement the requirements outlined in the Scope of Work (Section 1.3), including:

- An outline of the Proponent's understanding of the assignment and proposed approach broken down by major tasks and activities.
- A time schedule for all major tasks (design and construction), project team meetings and/or intervention points.

2.2.2 *Organization of the Project Team*

The Proposal must identify the individuals who will make up the Proponents project team and provide the following information:

- Qualifications and the project related experience of the Project Manager and key staff if applicable.
- Source of required expertise if applicable. (sub-contractors and sub-consultants).
- Specific staff associated with tasks to be undertaken and their estimated time requirements.

2.2.3 *Schedule of Fees*

The Proposal must include a schedule of fees for all key personnel involved in the project. Please use the "Financial Proposal" form included in this document.

2.2.4 Other

The Proposal may identify any other relevant information or issues related to the project.

3.0 Submission Information

- 3.1 Proposals must be received by the Library via email to procurement@lpl.ca no later than the specified closing time and date.
- 3.2 Proponents may edit or withdraw a submitted Proposal at any time up to the official closing time.
- 3.3 Proponents are to refer to [Standard Terms and Conditions](#). The Proposal and any resulting purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the Standard Terms and Conditions and the terms or conditions of this Proposal document, the terms and conditions of this Proposal document shall prevail.
- 3.4 The Library reserves the right to accept or reject any and all Proposals. The Library further reserves the right to award the contract as split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the Library in the opinion of the Director, Finance and Facility Services and the applicable Director/Manager, unless otherwise stated.
- 3.5 Proposals are to remain firm for acceptance for a period of **ninety (90)** days from the closing date and time.
- 3.6 Proposals containing prices which appear to be unbalanced as to likely affect the interests of the Library adversely may be rejected.
- 3.7 The acceptance and award of the Proposal and execution of an agreement, contract or purchase order is subject to the approval of the London Public Library Board.

- 3.8 By submitting a Proposal, the Proponent acknowledges and accepts all the terms and conditions in this Proposal solicitation documentation and all policies and procedures in the Library's [Procurement of Goods and Services Policy](#).
- 3.9 It is Bidder's responsibility to make sure the emailed file(s) are not defective or corrupted and are able to be opened and viewed by the Library. If the attached file(s) cannot be opened or viewed, your bid call document maybe rejected.
- 3.10 It is Bidder's sole responsibility to ensure their bidder Submission is received by the time and date specified within the Document. The receipt of Bidder Submissions can be delayed due to a number of factors including, but not limited to, "Internet traffic", file transfer size, and transmission speed. The Bidder should allow sufficient time to email its Bidder Submission, including any attachments. Late Bidder Submissions will not be accepted by the Library.
- 3.11 The Library is not responsible for any incomplete or misdirected Bidder Submission due to electronic technical problems.
- 3.12 Any documents forming part of a Bidder Submission emailed to Library by the Bidder in response to the Document must:
- a) NOT have a security password
 - b) Not be defective, corrupted or blank
 - c) Be able to be opened and viewed by the Library
- 3.13 The Bidder Submission must be made on the line forms supplied by the Library.

4.0 Terms and Conditions

4.1 Questions

- a) All questions, inquiries and clarifications regarding this Proposal to be submitted to Financial Services, London Public Library, 251 Dundas Street, London, Ontario, N6A 6H9, through procurement@lpl.ca. Inquiries must not be directed to Library

employees or Board Members. Submitting inquiries outside Financial Services may result in your Proposal being rejected.

- b) The Library assumes no responsibility for any verbal (spoken) information from any Library staff or from any Consultant firms retained by the Library, or from any other person or persons who may have an interest in this Proposal.

4.2 Cancellations

- a) The Library reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.
- b) The Library reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.
- c) The Library reserve the right to cancel this request, without any award, for any reason, at any time and in its sole discretion, re-issue, sole-source or do nothing in the future in respect of the subject of this request
- d) If for any reason the Successful Proponent determines that they can no longer provide services during the maintenance and support contract term, require a termination of the Contract, the Library requires a minimum of three (3) months advanced notice in writing.
- e) Any pre-paid subscription fees or licensing fee to the Proponent shall be refunded prorated for the time period outstanding to the Library within three (3) business days of the termination.
- f) Within three (3) Business Days of the termination or expiration of the Contract and when requested by the Library at any time during a transition period, the Successful Proponent will provide a copy of the current Use Data and a copy of any Service Data that the Proponent has collected, and any other information paid by the Library, each in a commercially reasonable format acceptable to the Library acting reasonably.

4.3 Rights Reserved by the Library

- a) The lowest Proposal will not necessarily be accepted. The Library reserves the right to accept/reject any or all Proposals and/or reissue the request in its original or revised form.
- b) The Library reserves the right to modify any and all requirements stated in the request at any time prior to the possible awarding of a contract.
- c) The Library reserves the right to cancel this request at any time, without penalty or cost to the Library. This request should not be considered a commitment by the Library to enter into any contract.
- d) In the event of any disagreement between the Library and the Proponent regarding the interpretation of the provisions of the request, the Director, Finance and Facility Services or an individual acting in that capacity, shall make the final determination as to interpretation.
- e) All work product will be deemed to be the sole and exclusive property of London Public Library in perpetuity.

4.4 Non-Disclosure

Except as the Library may otherwise consent in writing, the Successful Proponent shall not use other than for the Library and not directly or indirectly publish or otherwise disclose at any time (except as the Proponent's duties for the Library require) either during or subsequent to the Proponent's work, any of the Library's appendices, attachments or other written material (whether or not conceived, originated, discovered, or developed in whole or in part by the Proponent).

4.5 Confidentiality

- a) Except as may be necessary in the performance of an order under this agreement, the Consultant shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the Library, or which relate in any manner to the present or prospective business of the Library. The Consultant shall have no interest in any of this material and agrees to surrender any of this material which may be

in its possession to the Library immediately upon the termination of this Agreement or at any time prior to the termination upon the request of the Library.

- b) The Consultant shall not at any time (except under legal process) divulge any matters relating to the business of the Library or any customers or agents of the Library which may become known to it by reason of its services under an order, orders or otherwise and shall be true to the Library in all dealings and transactions relating to the services contemplated by this agreement and any order. Furthermore, the Consultant shall not use at any time (whether during the continuance of this agreement or after its termination) for its own benefit or purposes of, for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the Library, including knowledge relating to customers, clients or employees of the Library.

4.6 Safety Requirements

- a) Adhering to the Requirements of the Occupational Health and Safety Act (OHSA) – The Successful Proponent will adhere to the requirements of the Ontario Occupational Health and Safety Act and their employees, who are to engage in the work to be conducted, have an awareness of the roles and responsibilities set out in the OSHA.
- b) Compliance to Applicable Safety Regulations, Safety Guidelines and Safety Authorities Protocol Applicable to the Service Provided, including but not limited to any and all COVID-19 Provincial protocols, local public health restrictions and Library policies.

4.7 Access to Information

The information submitted in response to this request will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with the Library's [Procurement of Goods and Services Policy](#).

The Proponent does, by the submission of a proposal submission, accept that the information contained in it will be treated in accordance with the process set out in this section of this document.

4.8 Joint Submissions

Joint submissions of two (2) or more firms are to be submitted as a single Proposal coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement, or as determined by the Library.

4.9 Personal Information

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtain the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality.

4.10 Records Retention

In the event that the successful Proponent ceases operation, it is agreed that the successful Proponent will not dispose of any records related to the successful Proponent under the signed agreement without the prior written consent of the Library, but when requested by the Library shall return the records to the Library forthwith.

4.11 Principals of the Consultant

The Consultant's personnel identified to be engaged by the Consultant for the performance of the Services shall be as set out in the Proposal submission.

The Consultant's personnel named shall not be substituted or otherwise removed from the project without the consent of the Library. In the event that Consultant's

personnel leave, the Consultant will promptly recommend replacement personnel, the use of which shall be subject to the approval of the Library.

4.12 Nomination of Sub-Consultants or Sub-Contractors

- a) Unless otherwise stipulated in this request or any Addendum thereto, the Proponent shall indicate the names and addresses of all nominated sub-consultants or sub-contractors that it proposes to use in the provision of services and/or work contemplated by this request.
- b) The Library reserves the right to reject any sub-consultant or sub-contractors so nominated, without penalty or liability to the Library of any kind whatsoever.
- c) No change shall be made to the list of nominated sub-consultants or sub-contractors after the closing time of the request, without the prior written approval of the Library and only on such terms and conditions as the Library in the exercise of an absolute discretion may require.
- d) The Consultant will be solely responsible for the payment of any sub-consultants employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligations under this Agreement. The employment, engagement or retaining of any sub-consultants must have received prior approval in writing by London Public Library.
- e) The Consultant shall co-ordinate the services of all sub-consultants so employed, engaged or retained by it, and the Consultant shall be liable to London Public Library for costs or damages arising from errors or omissions of the sub-consultants, or any of them.

4.13 Multiple Proposals

Proponents may submit more than one (1) Proposal. Each Proposal will be evaluated as a separate Proposal and each must meet all of the mandatory requirements of this request.

4.14 Verification of Information

The Proponent shall cooperate in the verification of information and is deemed to consent to the Library verifying such information.

The Library shall have the right to:

- a) Verify any Proponent statement or claim by whatever means the Library deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability.

4.15 Conflict of Interest Disclosure

All proposal submissions must include full disclosure of all existing business relationships including, but not limited to, ownership interests or affiliations, direct or indirect, pertaining to the Request. Should a conflict of interest arise, the Library, at its sole discretion, may disqualify the proposal submission. Failure to disclose a potential conflict of interest in the proposal submission may result in disqualification from the proposal process or termination of any contract that has been awarded as a result of the proposal process.

5.0 Requirements at Time of Execution

Subject to an award of the contract, the Successful Proponent is required to submit the following documentation in a form satisfactory to the Library for execution within ten (10) working days after being notified to do so in writing:

- a) Insurance Documents;
- b) Clearance Certificate from the Workplace Safety and Insurance Board (WSIB);
- c) Non-Disclosure Agreement.

If the Successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution," the Library reserves the right to accept any other Proposal, advertise for new quotations or carry out the work in any way as the Library may, at its sole discretion, deem best.

5.1 Insurance

The Successful Proponent shall at its own expense obtain and maintain insurance until the termination of the contract. The Library requires evidence of the indicated insurance coverages.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the Library, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry. The Library reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Library may reasonable require.

- 5.1.1 Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the Library as an additional insured with respect to the Successful Proponents operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- 5.1.2 The Successful Proponent shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the Library's Financial Services department. The Successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- 5.1.3 The Library reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- 5.1.4 The Successful Proponent shall carry professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than two million (\$2,000,000) dollars and shall continue for twelve (12) months following completion of work.
- 5.1.5 The Successful Proponent shall indemnify and hold the Library harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance

whether willful or otherwise by the Successful Proponent, its agents, officers, employees or other persons for whom the Successful Proponent is legally responsible for.

5.2 Workplace Safety and Insurance Board (WSIB)

The Successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every ninety (90) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The Successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

5.3 Non-Disclosure Agreement

The Successful Proponent shall complete and submit to the Library a Non-Disclosure Agreement (NDA), Form included in Appendix B.

6.0 Requirements at Time of Proposal Delivery

Proponents are required to submit their proposal via email to procurement@lpl.ca

- Legal name of the lead firm, its office location, telephone number(s) and a brief history of the firm, including evidence of financial stability and viability;
- Identification of the principals of the lead firm who will be directly involved with the supplying of the services, including the main contact person or persons.
- Detailed response to Sections 2.0 (Submission Requirements)
- Such additional information as will satisfy the Library that the Respondent is able to fulfill the Library's requirements
- Completed "Form of Proposal"
- Completed "Form of References" - please provide three (3) references within the last 5 years of recent successful projects of similar size and complexity. Past project references must include members of the proposed Design Build Team.

- Acknowledgment of Appendix A "London Public Library Mandatory Proof of COVID-19 Vaccination Policy."
 - Please note, the Library does not require actual proof of vaccination for individuals until the Successful Proponent is determined.
- Completed "Financial Proposal" form.

7.0 Forms

FORM OF PROPOSAL

I/WE DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers attached below, has any interest in this Tender.

I/WE FURTHER DECLARE that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting information for the same work and is in all respects fair without collusion for fraud.

I/WE FURTHER DECLARE that no employee of The London Public Library Board is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the information provided and matters stated in this said proposal are all in respect true.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____ POSTAL CODE: _____

HST REGISTRATION NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME (Please print): _____

TITLE: _____

I/WE are authorized to bind the COMPANY/CORPORATION

TELEPHONE NUMBER: (____) ____-____ FAX NUMBER: (____) ____-____

EMAIL ADDRESS: _____

DATE OF PROPOSAL: _____

FORM OF REFERENCES

(Page 1 of 3)

Please provide three (3) references within the last 5 years of recent successful projects of similar size and complexity. Past project references must include members of the proposed Design Build Team. Proponents shall provide, at a minimum, the following information with respect to each reference. Information submitted is subject to verification, and further pertinent information may be obtained from references.

Form of Reference #1	
Client name and address	
Primary client contact: Name Email Telephone	
Description of the nature of the project and the services provided by the Proponent	
Date the contract was awarded	
Date the project was completed	
Total value of the contract	
Total hours contracted	
List the name(s) of project manager and key personnel from your firm who were involved in this contract	

FORM OF REFERENCES
(Page 2 of 3)

Form of Reference #2	
Client name and address	
Primary client contact: Name Email Telephone	
Description of the nature of the project and the services provided by the Proponent	
Date the contract was awarded	
Date the project was completed	
Total value of the contract	
Total hours contracted	
List the name(s) of project manager and key personnel from your firm who were involved in this contract	

FORM OF REFERENCES
(Page 3 of 3)

Form of Reference #3	
Client name and address	
Primary client contact: Name Email Telephone	
Description of the nature of the project and the services provided by the Proponent	
Date the contract was awarded	
Date the project was completed	
Total value of the contract	
Total hours contracted	
List the name(s) of project manager and key personnel from your firm who were involved in this contract	

FINANCIAL PROPOSAL

Please complete the Pricing Tables and include it in your submission to procurement@lpl.ca.

- Provide general information in the “notes” column, where applicable.
- All pricing submitted is to include all costs necessary to perform the work. No additional payments will be made to the Proponent for any unforeseen or additional work, it is the responsibility of the Proponent to know the extent of the work required to successfully carry out the work. Extra items/fees will not be considered unless prior written approval is received from the Library.

Table #1 – Cost Proposal:

Description	Total
Initial meeting(s) with staff and familiarization with London Room	
Policy revisions	
London Room Assessment in support of required recommendations	
Initial findings report and discussion	
Development of recommendations and digitization strategy	
Report presented to staff	
Report to Library Board	

Table #2 – Personnel Allocation and Fee Structure

Indicate the number of hours and hourly rate for each person in the columns provided. If additional services are required in relation to the work but not originally included in the scope, the following hourly rates will apply. Additional rows can be added to the chart, as needed.

Line Item	Name of Person(s) to be Assigned	Title & Role	Hourly Rate	# Of Hours Allocated
1				
2				
3				
4				

Table #3 - Sub-Consultants/Sub-Contractors, If Any

These sub-consultants and sub-contractors are not to be replaced without informing the Library beforehand and receiving written approval to do so.

Line Item	Name of Company and Person(s) to be Assigned	Title & Role	Hourly Rate	# Of Hours Allocated
1				
2				
3				
4				

We will not be submitting for sub-consultants/sub-contractors, if any.

Table #4 – Summary

Bid Form	Amount
Cost Proposal	
Subtotal Contract Amount	

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

NAME (Please print): _____

TITLE: _____

I/WE are authorized to bind the COMPANY/CORPORATION

DATE OF PROPOSAL: _____

8.0 APPENDIX A – Non-Disclosure Agreement

TO: London Public Library Board (“Library”)

FROM: _____ (“the Recipient”)

DATE: _____

WHEREAS the Recipient has agreed to provide services to the Library, as set out in a separate contract, and described in the Request for Professional Consulting Services: Architectural Services for Sherwood Library Renovation (“Services”);

AND WHEREAS the Recipient and the Library wish to define their respective rights with respect to Confidential Information as hereinafter defined and to protect the rights of the Library to such Confidential Information;

AND WHEREAS the Recipient acknowledges that the Municipal Freedom of Information and Protection of Privacy Act applies to the Library's Confidential Information;

IN CONSIDERATION of the covenants and agreements contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Commencement

This Agreement shall commence upon the Library authorizing the Recipient to provide the services to the Library.

2. Definition of Confidential Information

The Recipient agrees that information disclosed by the Library to the Recipient regarding the business, activities and governance of the Library, and other information, including but not limited to information learned by the Recipient from the Library's employees, agents or through inspection of the Library's property that relates to the Library's business plans, business opportunities, finances, research, development, know-how, personnel, labour relations or third-party confidential information disclosed to the Recipient by the Library, and the existence of the discussions between the Recipient and the Library shall be considered and referred to collectively in this Agreement as

“Confidential Information”. Confidential Information, however, does not include information that:

- a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient;
- b) the Recipient can demonstrate to have had rightfully in its possession prior to disclosure to the Recipient by the Library;
- c) is independently developed by the Recipient without the use of any Confidential Information; or
- d) the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

The Recipient hereby agrees that any information that falls within the definition of Confidential Information and that was disclosed or provided to the Recipient by the Library or an employee, agent or affiliate of the Library prior to the execution of this Agreement, shall be deemed to be included and covered by the terms of this Agreement. If the Recipient is in doubt as whether any information it receives or otherwise discovers is Confidential Information under this Agreement, the Recipient shall obtain approval from the Library before proceeding with disclosure.

3. Non-disclosure and Non-use of Confidential Information

With the exception of the Library, the Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and the Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. The Recipient agrees to accept Confidential Information for the sole purpose of providing services to the Library. The Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the Library in each instance.

4. Ownership of Confidential Information

The Recipient agrees that all Confidential Information and any derivatives thereof, whether created by the Library or the Recipient, remains the property of the Library and no license or other rights to Confidential Information is granted or implied hereby.

5. Return of Documents

Within five business days, the Recipient shall return to the Library all documents, records and copies thereof containing Confidential Information upon the earlier of: (a) completion of the services, or (b) receipt of the Library's written request for their return. For the purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

6. Equitable Relief

The Recipient acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Library that may be difficult to ascertain. Accordingly, the Recipient agrees that the Library shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. Obligations Continue

The obligations of the Recipient under this Agreement shall survive the termination of the services and shall continue indefinitely.

8. Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

SIGNED, SEALED AND DELIVERED

For the Recipient:

Signature

Print Name and Position
I have the authority to bind the Corporation.

Signature

Print Name and Position
I have the authority to bind the Corporation.