

REQUEST FOR PROPOSALS

County of Bradford
301 Main Street
Towanda PA 18848

Bradford County Commissioners
Daryl Miller
Doug McLinko
Zachary R Gates

Chief Clerk
Michelle L Shedden

Proposal Opening: April 11, 2024

VENDOR:
NAME:
ADDRESS:
PHONE NUMBER:

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Daryl Miller, Chairman
Doug McLinko, Vice Chairman
Zachary R Gates, Commissioner



Michelle L Shedden, Chief Clerk
Jonathan Foster Jr, Solicitor

Bradford County Commissioners Office

LEGAL NOTICE

The Bradford County Board of Commissioners is soliciting for proposals for a library consultant to provide advice and recommendations to the Commissioners concerning the Bradford County Library. Specifications are available and may be picked up at the Bradford County Commissioners' Office. All proposals shall be submitted to the Chief Clerk, Bradford County Commissioners Office, Bradford County Court House, 301 Main Street, Towanda, PA 18848, by April 11, 2024 at 9:30 a.m. Proposals will be opened in the Commissioner's office at 10:00 a.m. A plain sealed envelope must be marked in the lower left corner with "Truancy Program."

Please be advised that Bradford County does not receive early morning delivery for overnight mail.

All proposals submitted must be firm for a minimum of sixty (60) days from opening. No vendor may withdraw a proposal within this time. The County may require the full sixty (60) days for review and award of the proposals.

All vendors must ensure that their employees, candidates for employment and applicants for employment are not discriminated against because of their race, color, creed, sex, age or national origin.

The Board of Commissioners reserves the right to refuse any or all proposals, and is not necessarily obligated to accept low proposal and waives all irregularities in the process.

Michelle L Shedden, Chief Clerk

INSTRUCTIONS TO CONSULTANTS

1. SECURING DOCUMENTS

Copies of the proposed Contract Documents are on file at the office of the Bradford County Commissioners:

Bradford County Courthouse
301 Main Street
Towanda PA 18848

2. EXAMINATION OF SPECIFICATIONS

Before submitting a bid, each Vendor shall carefully examine the Specifications and all other proposed Contract Documents. Each Vendor shall fully inform himself before bidding as to all existing conditions and limitations. No allowance will be made to any Vendor because of lack of such examination or knowledge. The submission of a bid will be construed as evidence that the Vendor has made such an examination.

3. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, altered and/or resubmitted at any time before the submittal date, by appearing in person at the above location. No Vendor may withdraw his bid for (60) days after the date set for opening thereof, and all proposals shall be subject to acceptance by the owner during this period.

4. AWARD OR REJECTION OF PROPOSALS

The Contracting Agent may award a contract, based on proposals received, without further discussion of such proposal. Accordingly, each proposal should state the most favorable terms from a price, technical, and functionality standpoint the Vendor can submit.

The terms and conditions imposed herein shall govern in all cases, and conflicting terms and conditions submitted by the Vendor may constitute sufficient grounds for rejection of this bid.

5. INSURANCE

Workers Compensation:

Vendor, performing as an independent contractor hereunder, shall be fully responsible for providing Worker Compensation or other applicable insurance coverage for itself and its employees and the Contracting Agent shall have no responsibility of liability for such insurance coverage.

General Liability Insurance:

The successful Vendor shall provide to the Contracting Agent a copy of the policy, or certificate by an insurance carrier, showing the Vendor to have in effect during the term of any contract a General Liability Insurance policy which shall be the primary coverage for all Vendor's activities under contract and all equipment, software and systems including training of any type which are a part of this bid.

The insurance coverage required in the above paragraph and listed with minimum coverage's of at least One Million Dollars (\$1,000,000.00) shall be provided by an insurance company authorized to transact business in the State of Pennsylvania.

Vendor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts and contain the bidding document title from which award is made (i.e. bid title).

6. INDEMINFY AND HOLD HARMLESS

Vendor shall indemnify and hold harmless the Contracting Agent, it's agents, servants and employees against all claims, demands and judgments made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, or any claim arising out of, or in connection with the Request, where such damage, injury, death or claim was caused by negligence of Vendor, or subcontractor of Vendor or their employees, servants or agents. The County agrees to notify Vendor promptly of any claim or demand, and to cooperate with the Vendor in a reasonable way to facilitate the settlement or defense of such claim or demand.

7. DEFAULT

The Contracting Agent may declare a default should Vendor fail to commence the work or a portion thereof within the specified time, or to perform said work continuously with sufficient workman and equipment to insure its completion within the time specified or as required by an agreed upon progress schedule, or to perform in a safe manner, or to comply with any provision of the contract, the Contracting Agent may elect to give notice in writing of such default, specifying the same.

If the Vendor, within a period of 10 days after receipt of such notice, shall not proceed in accordance therewith to remedy such default, then the Contracting Agent shall have full power and authority, without process of law and without violating the contract, to take the prosecution of the work, or a portion thereof, away from the Vendor and complete it by contracting with other parties or using such other measures as in the Contracting Agent and Vendor's mutual opinion are necessary for its completion, including the use of the equipment, plant and other property of the Vendor with is associated with the work.

8. PAYMENT

Payment shall be made to the contractor within thirty (30) days of receipt of the invoice after inspection and acceptance of material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Commissioners.

9. CONTRACTUAL OBLIGATION

The contents of the submission of the successful Vendor shall be considered contractual obligation. Failure to meet these obligations may result in termination of the contract.

10. QUALIFICATIONS OF CONSULTANT

The ability to meet or exceed the requirements of this bid.

Total fixed price cost to be incurred in fulfilling the request.

The Vendor's experience in successfully constructing this type of project.

Knowledge of, and facility with, applicable statutes and regulations governing public libraries in Pennsylvania.

SCOPE OF WORK

The Bradford County Commissioners provide funding to the Bradford County Library, which is currently designated the headquarters library of the Bradford County Library System. According to PA Public Library Statistics for Reporting Year 2022, local government revenue made up 89% (\$432,766) of the total operating revenue of the Bradford County Library, which totaled \$486,334. The Bradford County Commissioners also provide an annual contribution of \$30,000 to the Bradford County Library System toward the System Administrator's salary.

In the Fall of 2023, the Bradford County Commissioners began exploring a possible restructuring of the Bradford County Library. As part of this process, a Library Advisory Committee was assembled in October 2023 to formulate a recommendation as to the best use of the current Bradford County Library building and the best use of County funds for library purposes. Four of the six recommendations made by the Library Advisory Committee sought the assistance of an outside library consultant to ensure that pathways forward would align with Pennsylvania Code and Regulations as overseen by the Office of Commonwealth Libraries, would adhere to a reasonable yet expedient timeframe, and would result in the ultimate goal of providing quality library service to all residents of Bradford County.

The proposed items put forth by the Library Advisory Committee, if approved, would involve not only a systemic change in the funding streams of the Bradford County Library and its relationship to the government of Bradford County, but a change in the operations of the Library System of Bradford County. The Library System of Bradford County would remain a federated system of nine independent libraries, with the Bradford County Library transitioning from an agency of the Bradford County government to an independent 501(c)3 non-profit. Additionally, management of bookmobile services would move from the Bradford County Library to being overseen by the Library System of Bradford County, alleviating the financial burden of this service on the Bradford County Library, and ensuring that this county-wide service be maintained throughout the transition period. Such a shift in services would also necessitate an examination of state-defined service areas for the nine system libraries, with the potential for each to petition the state for an expansion or reduction of service areas as is seen fit.

The primary deliverable for this project is a publicly available, comprehensive plan to detail steps for the above transitions, if adopted, and ultimately arrive at a reasonable and sustainable amount of county-level funding provided to support the nine system libraries of Bradford County. In this scenario, county-level funding would be distributed to and dispersed through the Library System of Bradford County using an agreed upon formula similar to how State Aid is dispersed, with a portion retained for system services.

In addition to providing this plan for transition, the County is also seeking a Needs Assessment to be conducted that will gather relevant data and public opinion on the quality, use, and availability of library collections, space, services, programs, and outreach in Bradford County, with the goal of evaluating the strength of libraries as community anchors, identifying opportunities to grow their significance within individual communities, and allowing individual libraries to seek out community partnerships and regenerative funding opportunities that align with community needs and values.

Results from the Needs Assessment will be available for use by the Library System of Bradford County and the Library Directors and Library Boards from each of the nine independent system libraries to help guide in developing strategic and long-range plans to meet the future needs of Bradford County residents. The following goals and scope should be considered in relationship to the above objectives:

Goal	Scope	Responsible Party
<p>Develop a timeline and detailed multi-year plan for a transitioning of the Bradford County Library from a county-owned library to a library owned and/or operated by an independent 501(c)3 non-profit</p>	<p>Evaluate the current staffing structure and budget of the Bradford County Library with the aim of constructing a multi-year transition budget with tiered levels of decreasing financial support from Bradford County government and increasing levels of monies derived from other funding streams, including but not limited to continued state aid, local fundraising efforts, local municipality support, and grant awards.</p> <p>Identify areas in which the Bradford County Library Advisory Board may need support in becoming a Board of Trustees for a 501(c)3 non-profit with full library oversight of staffing, budget, policies, and fundraising and assist in connecting the board with resources and training related to these added responsibilities.</p> <p>Assist in connecting the board of the Bradford County Library with a non-profit lawyer to begin the process of obtaining 501(c)3 non-profit status</p>	<p>Consultant, Bradford County Commissioners, Bradford County Library Board, Director of Bradford County Library</p>
<p>Develop a plan to transition the</p>	<p>Evaluate the budget and service schedule of the bookmobile and develop a plan to</p>	<p>Consultant, Bradford County</p>

<p>bookmobile to become a service managed by the Library System of Bradford County</p>	<p>transition this service to the Library System of Bradford County’s management. The plan will include oversight of the bookmobile collection, services, and staff, and a budget that includes diversified funding streams including dedicated State Aid and financial support from the Bradford County government.</p>	<p>Commissioners, Library System of Bradford County System Administrator, Library System of Bradford County System Board, Directors, and Boards of nine independent libraries of the Library System of Bradford County</p>
<p>Explore the redistribution of service areas assigned to the nine system libraries</p>	<p>Review with all involved parties the Guidelines for Libraries Seeking to Expand or Reduce Service Areas adopted by the state in June 2023. Determine, as related to the restructuring of libraries/library services described above, which, if any, service areas will be affected. For those libraries interested in expanding or reducing service areas, assist in developing a timeline to begin that process.</p>	<p>Consultant, Library System of Bradford County System Administrator, Library System of Bradford County System Board, North Central Library District Consultant, Directors, and Boards of nine independent libraries of the Library System of Bradford County</p>
<p>Develop a plan for ongoing financial support of the Library System of Bradford County</p>	<p>Review structures of county-provided support for other federated library systems in Pennsylvania and establish a plan with input from all involved parties for determining a reasonable and sustainable amount of ongoing county-level financial support for the libraries of Bradford County as well as a timeline for shifting to a new funding structure.</p>	<p>Consultant, Bradford County Commissioners, Library System of Bradford County System Administrator, Library System of Bradford County System Board</p>
<p>Conduct a Needs Assessment covering all nine libraries within</p>	<p>Gather and analyze collection, outreach, programs, services, and space data, recommend data of value still needed, and</p>	<p>Consultant, Library System of Bradford County System Administrator,</p>

the Library System of Bradford County	develop strategies for further information gathering.	Library System of Bradford County System Board, Directors and Boards of nine independent libraries of the Library System of Bradford County
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Reports, Meetings, and Presentations Required from Consultant

The successful proposal will include how the following will be managed:

- A. The Proposer must establish a plan of communication with all involved parties that includes required in-person meetings, and additional regular communication via virtual meetings, telephone and e-mail.
- B. The Proposer shall publicly present a preliminary set of recommendations, and later a proposed final plan, to the directors and system board members of the nine independent libraries that make up the Library System of Bradford County.
- C. The Proposer shall present a final plan at a public Bradford County Commissioners meeting.

VENDOR INFORMATION

In case this proposal is accepted, the undersigned is hereby bound to commence and to complete all of the work included under this contract in such time and manner as designated for the various items he/she has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of 45 days from the date of opening.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any Vendor to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other Vendor.

Number of days required for delivery of product: _____

Terms offered for prompt payment: _____% _____ days; Net _____ days
(but not less than 30 days)

Warranty Provided: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Vendor who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associate with the Vendor with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Bid Name/Date _____

State of _____:

: S.S.

County of _____:

I state that I, the undersigned, am _____ of
(Title)

_____ and that I am authorized to
(Name of my firm)

make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Vendor or potential Vendor.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement to discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers,
(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be
relied on by Bradford County in awarding the contract(s) for which this bid is submitted.
I understand and my firm understands that any misstatement in this affidavit is and shall
be treated as fraudulent concealment from Bradford County of the true facts relating to
the submission of proposals for this contract.

(Name and Company Position)

(Signature)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____ 2024.

My Commission Expires:

AGREEMENT

AN AGREEMENT, made this _____ between

BRADFORD COUNTY COMMISSIONERS, the owner, and
_____ the contractor, set forth as follows:

ARTICLE 1. Contract Documents

The documents of the Contract consist of this agreement, the conditions of the Contract, specifications and all addenda. These form the Contract and are completely and legally binding to all parties of the Contract, their assigns, heirs or administrators.

ARTICLE 2. The Scope

The Contractor shall supply services as called for as outlined and further described in the specifications.

ARTICLE 3. Time of Commencement and Substantial Completion

The Contractor shall be obligated to supply the aforementioned service after contacting Michelle Shedden, to schedule a date to proceed.

ARTICLE 4: Contract Sum/Payment

Bradford County shall pay the Contractor in current funds for the performance of this Contract the sum of \$_____.

This Agreement entered into by:

Bradford County Commissioners

Contractor

ATTEST:

ATTEST:

Michelle L Shedden, Chief Clerk

DATE: _____

DATE: _____

Sample

Bradford County of Pennsylvania
Contractor Confidentiality Agreement

Project Name: _____ Contractor/Firm Name: _____
Contractor Employee Name (print): _____
General Information: _____

_____ has entered into a contract with the County of Bradford to provide certain services to the County. The County requires that each staff member assigned to this project sign this Confidentiality Agreement.

You may have access to confidential information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to confidential data and proprietary information and materials, which are owned and copyrighted by the County or other vendors doing business within the County.

SAMPLE

The information you receive is confidential and protected by both federal and state confidentiality regulations (Federal Regulations 42 CFR Part 2; HIPAA Privacy and Security Regulations). The information is intended solely for the individual to which it is addressed and contains confidential and private information; therefore, this information should remain confidential.

I hereby agree that I will not divulge to any unauthorized person any confidential information obtained while performing work pursuant to the above referenced County Agreement.

I agree to protect from loss and to keep confidential all confidential information under the above referenced County Contract, except as specifically provided for in the above referenced Contract.

I agree that if confidential information of the County or other vendors doing business with the County is provided to me during my employment, I shall keep such information and materials confidential.

I agree to report to the County or County's authorized designee any and all violations of the above referenced County Contract or this Agreement by myself and/or any other person of which I become aware. I agree to return all confidential materials to the County or the agency from which the information was received upon termination of my employment or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Bradford will seek all possible legal redress.

Contractor Authorized Signature _____ Date: _____

Contractor Employee Signature: _____ Date: _____