



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 437-2012

**REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION AND CUSTOMIZATION
OF DIGITAL REPOSITORY SOFTWARE**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Overview	1
B4. Project and Organization Background	1
B5. Functionalities and Features	1
B6. Enquiries	2
B7. Confidentiality	2
B8. Addenda	2
B9. Substitutes	2
B10. Proposal Submission	3
B11. Proposal	4
B12. Prices	5
B13. Qualification	5
B14. Storage	6
B15. Cataloguing	6
B16. Retrieval	7
B17. System	7
B18. Examples and References	7
B19. Opening of Proposals and Release of Information	8
B20. Irrevocable Offer	8
B21. Withdrawal of Offers	8
B22. Interviews	8
B23. Negotiations	8
B24. Evaluation of Proposals	9
B25. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Notices	1
D5. Ownership of Information, Confidentiality and Non Disclosure	2

Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2
D8. Performance Security	3

Schedule of Work

D9. Commencement	3
------------------	---

Measurement and Payment

D10. Invoices	3
D11. Payment	4
D12. Payment Schedule	4

Warranty

D13. Warranty	4
---------------	---

Form H1: Performance Bond	5
Form H2: Irrevocable Standby Letter of Credit	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION AND CUSTOMIZATION OF DIGITAL REPOSITORY SOFTWARE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 9, 2012.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. OVERVIEW

B3.1 The Winnipeg Public Library is seeking proposals for the implementation and customization of a Digital Repository System. Digital Repository Software will allow the Library to preserve physical documents (images, text, etc) in a digital format that will allow for long term access to materials otherwise at risk of disintegration.

B4. PROJECT AND ORGANIZATION BACKGROUND

B4.1 The Winnipeg Public Library is mandated to provide responsive and innovative services which foster the individual pursuit of knowledge and enhance the cultural, economic and intellectual vitality of the community, and to acquire and make available the widest variety of materials in order to guarantee and facilitate access to all expressions of knowledge and intellectual activity. To serve this goal, we are undertaking a digitization initiative in order to preserve, to the highest archival standards, digital materials of importance and interest to our community.

B4.2 We have already identified and secured access to a collection of 2000 postcards of historical Winnipeg. These postcards are currently categorized according to geographical area and generally cover the era between 1870-1920. They are being scanned to include the front and back of each postcard, and will be catalogued and indexed with additional subject headings, as well as potentially geotagged with the exact location of the image. In order to provide access to these assets to the public, we need a system to preserve, manage, and share our archival assets. After ingest of the initial collection of images, we anticipate expansion to the project through Digitization Days with other collectors and the general public, as well as projects to collect oral histories about the images, and scanning of additional relevant library materials such as catalogues, books, and images.

B5. FUNCTIONALITIES AND FEATURES

B5.1 The Winnipeg Public Library is looking for a full featured solution that will provide robust options in terms of ingest and display. The Repository shall be hosted on City of Winnipeg Servers.

B5.1.1 The Winnipeg Public Library is particularly interested in the possibility of developing a web presence for the repository that is as interactive as possible. Because of the geographical nature of the images in the current collection, it would be desirable to build (or integrate an existing) app that would allow geotagged records to be displayed on a map. Additionally, an image viewer that provides the option to display both sides of the postcard collection simultaneously is desired.

B5.1.2 We want to encourage social collaboration with the platform as much as possible. We would like the option for patrons to tag records as well as contribute to them by being able to comment on records. Integration with existing social media would be desirable.

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B6.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B6.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B6.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B6.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B7. CONFIDENTIALITY

- B7.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B7.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B8. ADDENDA

- B8.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B8.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B8.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B9. SUBSTITUTES

- B9.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B9.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B9.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B9.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B9.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B9.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B9.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B9.10 Notwithstanding B9.2 to B9.9 and in accordance with B10.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B24.1(a).

B10. PROPOSAL SUBMISSION

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
- B10.2 The Proposal should also consist of the following components:
- (a) Storage;
 - (b) Cataloguing;
 - (c) Retrieval;

- (d) System;
- (e) Examples of Past Work;
- (f) References.

- B10.3 Further to B10.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B9.
- B10.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B10.4.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B10.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B10.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B10.6 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.
- B10.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B24.1(a).
- B10.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.9 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B11. PROPOSAL

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

- B11.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B11.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. PRICES

B12.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B12.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B12.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B12.1.3 Bidders must ensure that functionalities and features are available within their solution. If any features require customization these costs must be included Item 4.

B12.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B12.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B12.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. STORAGE

- B14.1 We anticipate that this project will grow to encompass a variety of media formats, including digitized postcards, images, books, audio and video. Provide details of the types of files that can be stored in your repository.
- B14.2 The Winnipeg Public Library is keen to preserve the integrity of objects, as well as link related resources. Describe how your repository deals with compound objects (ie, front and back of the same postcard), as well as related items.
- B14.3 Does your repository allow for batch imports, and if so, in what format?
- B14.4 We would like to implement sound procedures for the ingest of our materials. Explain how your system provides for workflows/ pipelines/ tracking staff projects/ approval queues (referring to the OAI reference model, if possible).
- B14.5 Describe how (if at all) your repository works to minimize storage space required.
- B14.6 Describe how your repository ensures data integrity (ie, checksums).

B15. CATALOGUING

- B15.1 The Winnipeg Public Library is dedicated to following international standards for preserving our collection's metadata. Explain which international metadata standards your repository is able to utilize, as well as information on customization of metadata sets.
- B15.2 Describe how your repository deals with multiple collections and defining collection level metadata schemas.
- B15.3 The Winnipeg Public Library is particularly committed to exposing our metadata and utilizing open architecture. How does your repository allow for OAI metadata harvesting? Also detail any additional APIs that are available.

- B15.4 The Winnipeg Public Library wants to encourage as much collaboration with the local history and larger community as possible. To this end, we would like to have social collaboration options available. Describe any integration with social media or social collaboration options such as commenting and social tagging available.
- B15.5 The Winnipeg Public Library would like full multilingual support (particularly for French/ English). Explain your repository's Unicode support, localization options, and how your repository addresses multilingual interfaces/ records.
- B15.6 The Winnipeg Public Library would like to include results in our OPAC. Describe how your repository creates or allows for MARC records.
- B15.7 Describe any controlled vocabulary options available.

B16. RETRIEVAL

- B16.1 The Winnipeg Public Library would like to provide a robust platform for the search and discovery of our digital assets that is appropriately branded and professionally displayed. We are interested in having an easy to use, customized web interface. Provide details on the web interface available for your repository.
- B16.2 The Winnipeg Public Library would like our collection to be easy to search and browse, and are particularly interested in smart search options. Describe the options for searching and browsing in your repository.
- B16.3 Our primary collection will be postcards, but as mentioned will expand. Outline the options your repository has for viewing images (zoom, pan, scanning, etc).
- B16.4 The Winnipeg Public Library would like patrons to have multiple options for downloading and printing files. Explain your repository's capabilities in this area.
- B16.5 The Winnipeg Public Library would like our assets to be discoverable on the web and linkable. Describe how your repository provides for this (e.g. persistent URLs, optimization for web searching).
- B16.6 Describe any additional particular media displays (ie, streaming video, image slideshows, map overlays) available for your repository, or customizations that are possible. We are particularly interested in displays for geotagged items.

B17. SYSTEM

- B17.1 The Bidder should describe:
- (a) the minimum technical requirements for the Winnipeg Public Library to install your software;
 - (b) the process and time requirement for implementation of your repository as well as a description of what the Winnipeg Public Library staff can expect in terms of time and expertise required on our end for set up. Include information on how long the set up phase typically takes;
 - (c) the anticipated frequency of updates to the software, as well as what support options are available;
 - (d) what documentation and training options are available (including additional in-person or online training) and include training fees for both in-person and online training;
 - (e) what usage statistics are available and how statistics are accessed.

B18. EXAMPLES AND REFERENCES

- B18.1 The Bidder should provide two references (with URL examples) of libraries whom you have done similar work for.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B19.3 To the extent permitted, the City shall treat all Proposals as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B21.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B21.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B21.1.3(b), declare the Proposal withdrawn.
- B21.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B22. INTERVIEWS

- B22.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B23. NEGOTIATIONS

- B23.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B23.3 If, in the course of negotiations pursuant to B23.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price; 40%
- (d) Storage; 10%
- (e) Cataloguing; 15%
- (f) Retrieval; 20%
- (g) System; 5%
- (h) Examples and References; 10%
- (i) economic analysis of any approved alternative pursuant to B9;

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.

B24.4 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for items 1 to 5 shown on Form B: Prices.

B24.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B24.4.2 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B24.4.3 The City may not award Item 6.

B24.5 Further to B24.1(d), Storage shall be evaluated considering the information submitted in response to B10.2 and B14.

B24.6 Further to B24.1(e), Cataloguing shall be evaluated considering the information submitted in response to B10.2 and B15.

- B24.7 Further to B24.1(f), Retrieval shall be evaluated considering the information submitted in response to B10.2 and B16.
- B24.8 Further to B24.1(g), System shall be evaluated considering the information submitted in response to B10.2 and B17.
- B24.9 Further to B24.1(h), Examples and References shall be evaluated considering the information submitted in response to B10.2 and B18.
- B24.10 This Contract will be awarded as a whole.
- B24.11 Where Bidders fail to provide responses, the score of zero or fail will be assigned to that Section.
- B24.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B24.
- B25.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B25.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Implementation and Customization of a Digital Repository System.

D2.2 The major components of the Work are as follows:

- (a) store images and other digital files with their associated metadata;
- (b) build in workflows, policies and standards critical for the preservation of digital assets;
- (c) preserve the integrity of the archival master;
- (d) show different records related to the same item;
- (e) define and organize the metadata for specific collections;
- (f) expose the metadata in OAIS-PMH compliant ways (allowing for discovery by sites such as Canadiana.org and Manitoba.org);
- (g) search and browse the collections in a robust manner;
- (h) have tools for discovery of related resources;
- (i) allow for collaboration over tagging the assets (commenting and social tagging);
- (j) provide library patrons with innovative and useful ways to view the collection.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2012.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Theresa Lomas
Information Coordinator
Telephone No.: 204 986-6470
Facsimile No.: 204 986-5671

D3.2 Bids Submissions must be submitted to the address in B10.9.

D4. NOTICES

D4.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract Notices.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4, for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8. PERFORMANCE SECURITY

- D8.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D8.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7; and
 - (iv) the performance security specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;

- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B10.9.

D11. PAYMENT

D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D12. PAYMENT SCHEDULE

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. WARRANTY

D13.1 Notwithstanding C11.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.

D13.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D13.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D13.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C11.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 437-2012

REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION AND CUSTOMIZATION OF DIGITAL REPOSITORY SOFTWARE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)