



**SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, MARCH 7, 2003**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Proposal.

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER: Barry Tobin /ds  
TELEPHONE NO. (204) 986-2126**

You are invited to submit a proposal for:

**DEVELOPMENT OF INTRANET SITE FOR WINNIPEG PUBLIC LIBRARIES**

in accordance with the Instructions to Offerers attached.

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**THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

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**Contact Person:** (print) \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1       No. 2       No. 3       No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) days following the Submission Deadline.

**Signature:** \_\_\_\_\_

RETURN TO:

**THE CITY OF WINNIPEG 65-2003  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

## INSTRUCTIONS TO OFFERERS

### 1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for The Development of the Intranet Site for Winnipeg Public Libraries.

### 2. DEFINITIONS

2.1 When used in this Request for Proposal:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Proposal;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;;
- (g) "**may**" indicates an allowable action or feature which will not be evaluated;
- (h) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (i) "**Offerer**" means any person submitting a Proposal for the Work. If a Proposal is submitted jointly by two or more persons, the word "Offerer" shall mean each and all persons, and the undertakings, covenants and obligations of such joint Offerers in the Proposal and the Contract, when awarded, shall be both joint and several;
- (j) "**Proposal**" means the offer contained in the Proposal Submission;
- (k) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (l) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (m) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (n) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (o) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(b), the Buyer is:

Barry Tobin  
(204) 986-2126

### 3. SCOPE OF WORK

3.1 The Work to be done shall consist of the Contractor providing expertise, recommendations and implementation in the following general areas and general deliverables:

- (a) The format, structure and organization of the site's content (within current City guidelines, refer to [www.winnipeg.ca](http://www.winnipeg.ca)), including the best method for providing on-line access to tools such as manuals;
- (b) The best method to provide secure levels of access, with some information on the site restricted to senior or specialized staff. This function would utilize Active Directory Groups to control access;
- (c) The set up of search parameters so that a User could restrict a search to limited sections of the site, such as selectively searching manuals, Library policies, or the Information Technology Help Desk;

- (d) A methodology for managing the site;
- (e) An effective method of communicating to staff that the site has changed and a methodology for managing the site with consideration given to the use of Dreamweaver MX;
- (f) A methodology to determine what, when, where and how to archive site material;
- (g) An approach for utilizing and maintaining hot links and related topic links to enhance the use of the site. The Contractor must verify any and all links, recommend a link checker, and install and configure it for use on the site;
- (h) A report documenting the Work completed must be submitted, with detailed costs, each month and at work completion. The Contractor will provide documentation of any guidelines specific to the Library Intranet site;
- (i) The Work above must be performed within the following guidelines:
  - (i) The site must conform to the City of Winnipeg's "look and feel" (refer to [www.winnipeg.ca](http://www.winnipeg.ca))
  - (ii) Webtrends software will be used to gather statistical information on site usage
  - (iii) The site will be accessible with Internet Explorer, version 5.5 as a minimum.
  - (iv) The site environment is IIS under corporate IT control.

3.2 The vendor shall create for the Library Intranet, a minimum of one functioning example of each item on the list below:

- (a) a manual
- (b) minutes and reports of a Library committee
- (c) a Library statistical report
- (d) help desk reference document
- (e) master of a form
- (f) samples of best library practices and ideas
- (g) a training tutorial
- (h) a frequently asked questions area, with a minimum of ten questions

3.3 The Library Management Group struck an Intranet Committee in 2002 to oversee the creation and development of an Intranet site for the use of library staff. The Committee also would assemble a set of requirements for discussion with the Contractor to assist in the development of standards, structure, and content for the site. The Contractor will hand off this preliminary Work to the Intranet Committee once the group receives its web development training. The Intranet Committee will handle any subsequent development and maintenance.

3.4 The Intranet site must be set up so that Dreamweaver MX can be the primary development tool.

3.5 The Library has a minimum of 500 hundred pages to be posted. The Contractor shall provide a cost per page for posting 8.5 x 11 HTML documents which contain a mix of text and images, which are both available electronically.

3.6 The Work of the Contract will be considered complete upon receipt by The City of Winnipeg of all applicable source code related to the project and satisfactory completion of User testing by the Winnipeg Public Library Intranet Committee and a staff focus group.

3.7 The City of Winnipeg agrees to:

- (a) Provide the Contractor with the necessary authorization to upload web pages to the appropriate server
- (b) Provide content information for site development
- (c) Provide City accessibility guidelines
- (d) Provide current web development policies and planned future enhancements
- (e) Provide access to the City of Winnipeg search engine for use on the site

#### **4. BACKGROUND**

4.1 The following is provided for the information of Offerers:

- 4.2 Winnipeg Public Library requires assistance in the development of its Intranet site. This site will conform to recently adopted “look and feel” and technical guidelines that govern the City of Winnipeg’s Internet, Intranet and Extranet sites, including W3C content accessibility guidelines (in accordance with the City of Winnipeg Universal Design Policy passed in December, 2001). The selected Contractor will require familiarity with these standards.
- 4.3 The major purposes of the Library’s Intranet site are to improve general access to information for Library staff, to improve communication and resource sharing among staff, and to participate in the City of Winnipeg’s Intranet environment.
- 4.4 Winnipeg Public Library is part of the City of Winnipeg’s Community Services Department and is known within that department as the Library Services Division. The Library is a multi-branch organization, with twenty Work site locations throughout the City.
- 4.5 The Intranet site will include information such as:
- (a) manuals
  - (b) rules and policies. These may include links to City of Winnipeg documents and Library created procedures.
  - (c) minutes and reports of various committees, including Management, Workplace Health and Safety, Branch Heads and Circulation Supervisors
  - (d) Statistics, including Reference, Circulation and Computer Booking System statistics
  - (e) IT Help Desk problem management system (Clientele)
  - (f) IT Help Centre for Client Support People (CSPs)
  - (g) masters of forms
  - (h) professional development material
    - (i) access to job bulletins
    - (ii) reports from conferences and workshops
    - (iii) employee achievements
    - (iv) information about staff movement and promotions
    - (v) best practices and ideas
  - (i) training material
    - (i) tutorials
    - (ii) information about new (electronic) resources
    - (iii) information on new technology
    - (iv) User group minutes and reports
  - (j) frequently asked questions
  - (k) City of Winnipeg, Community Services Department, and Library Services Division contacts
  - (l) Library staff newsletter
  - (m) updates on library issues and projects
  - (n) feedback from staff
  - (o) Organizational chart with roles and responsibilities
- 4.6 The current web development environment is:
- (a) 2 Windows IIS servers, one for development and one for production, maintained at the corporate level
  - (b) Look and Feel is maintained by cascading style sheets defined at the corporate level

## **5. SCHEDULE OF WORK**

- 5.1 Work shall commence within seven (7) Calendar Days of the award of Contract.
- 5.2 Work shall be completed within ninety (90) Calendar Days of the award of Contract.

## **6. ASSIGNMENT**

- 6.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

## **7. SUBCONTRACTING**

- 7.1 The Contractor shall not subcontract any portion of the Work to any person not identified as a Subcontractor in the Proposal without the prior written approval of the Contract Administrator.
- 7.2 If the Offerer proposes to subcontract any portion of the Work, he/she must submit a complete list of the proposed Subcontractors with the Proposal.
- 7.3 Where no Subcontractors are identified, it will be interpreted that the Offerer proposes to perform the Work with his/her own forces.
- 7.4 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.

## **8. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 8.1 Information provided to an Offerer by the City or acquired by an Offerer 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. To the extent permitted, the City shall treat all proposals as confidential.
- 8.2 The Offerer 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.
- 8.3 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 8.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 8.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **9. INDEMNITY**

- 9.1 The Contractor should save harmless and indemnify the City for twice the Contract price plus two million dollars, unless specifically stated otherwise in the Contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
  - (e) failure to pay a workers compensation assessment, or federal or provincial taxes;

- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

9.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

9.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

9.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

## **10. EVENTS OF DEFAULT**

10.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
- (c) in the judgment of the Contract Administrator, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his/her Subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
- (h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision for the Work; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

10.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

10.3 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City.

10.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

## 11. DISCREPANCIES

- 11.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.
- 11.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.
- 11.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

## 12. ADDENDA

- 12.1 The Buyer 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.
- 12.2 The Buyer will issue each addendum to all Offerers by:
- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Offerer as shown in the records of the Materials Management Division; and/or
  - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.city.winnipeg.mb.ca/matmgt/bidopp.asp>.
- 12.3 The Offerer is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Proposal cover page. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- 12.3.1 The Offerer is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Proposal.

## 13. PROPOSALS

- 13.1 Proposals must be in writing and must include as a minimum:
- (a) the Request for Proposal cover page completed with:
    - (i) the name and address of the Offerer;
    - (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
    - (iii) the signature of a person or persons who have the authority to sign for the Offerer;
  - (b) a clear description of the equipment offered, service and support staff and Subcontractors proposed;
  - (c) a schedule of prices for all software and services necessary to meet the mandatory requirements of the specifications;
  - (d) a list of three (3) currently operating installations complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for equipment being used in similar applications;
  - (e) descriptive literature and/or information demonstrating conformance to the specifications;
  - (f) a list of up to ten sites they have developed that demonstrate the use of cascading style sheets. Specific features to be demonstrated could include: headers, footers, navigation, colours, predefined fonts, and searching;
  - (g) a list of up to ten Intranet/Internet sites they have completed and outline the features/capabilities built in to the site(s). Examples of features could include a Help Desk, policy retrieval system, or on-line training centre. In the case of Intranet sites, the City would be willing to sign a non-disclosure agreement to access the site(s);
  - (h) a list indicating the number of staff certified to use Dreamweaver 4 Studio version, the level of certification attained, and the projects completed;
  - (i) a list of clients for which similar work has been performed within the last year and permit the City to contact these clients for references.

**14. SUBMISSION OF PROPOSALS**

- 14.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the RFP Number and the Offerer's name and address. The Offerer is requested to submit **one (1) original and three (3) copies** of the Proposal.
- 14.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.
- 14.3 Proposals received after the Submission Deadline will not be considered.
- 14.4 Proposals will not be opened or acknowledged publicly. The City will acknowledge receipt of each Proposal by written notice to the address of the Offerer as indicated in the Proposal.

**15. WITHDRAWAL OF PROPOSALS**

- 15.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.
- 15.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as the City considers appropriate in the circumstances.

**16. INTERVIEWS**

- 16.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

**17. NEGOTIATIONS**

- 17.1 The City reserves the right to negotiate details of the Contract with Offerers.
- 17.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Offerer.
- 17.3 If, in the course of negotiations pursuant to 17.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

**18. EVALUATION OF PROPOSALS**

- 18.1 Award of this Contract will be based on the following evaluation criteria:

(a) conformance with mandatory requirements	pass/fail;
(b) qualifications of the Offerer	pass/fail;
(c) experience working with Cascading Style Sheets used to define a corporation's look and feel	10%;
(d) experience creating and working with Intranet/Internet sites	25%;
(e) experience in developing projects using Dreamweaver4, at a minimum	10%
(f) Client Reference Checks	30%
(g) total contract cost	25%.

**Conformance With Mandatory Requirements**

- 18.2 Further to 18.1(a), the City may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Proposal or waive technical requirements if the interests of the City so require.



### **Qualifications of the Offerer**

18.3 Further to 18.1(b), the City may reject any Proposal submitted by an Offerer 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. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.

18.4 The Offerer shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:
  - (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
  - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
  - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerer's equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerer's equipment and facilities are adequate to perform the Work.

### **Experience Working with Cascading Style Sheets used to Define a Corporation's Look and Feel**

18.5 Further to 18.1(c), evaluation will be based on the total number of features demonstrated with a maximum number of ten sites.

### **Experience Creating and Working with Intranet/Internet Sites**

18.6 Further to 18.1(d), evaluation of experience creating and working with sites will be based on the validated sites submitted to a maximum of ten.

### **Education and Experience in Developing Projects using Dreamweaver**

18.7 Further to 18.1(e), evaluation will be based on the education and experience of the staff in accordance with the information submitted.

### **Client Reference Checks**

18.8 Further to 18.1(f), the evaluation will be based on satisfactory references.

### **Total Contract Cost**

18.9 Further to 18.1(g), total Contract cost will be evaluated considering the information submitted in accordance with Clause 13.1 (c).

## **19. AWARD OF CONTRACT**

19.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.

19.2 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City.

19.3 The City will give notice of the award of Contract by way of a Purchase Order or will give notice that no award will be made.

19.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.

19.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.