



2009-08-28

TO: ALL PROPONENTS

SUBJECT: ADDENDUM NO. 1, CONTRACT GSP09-4, REQUEST FOR PROPOSAL FOR THE RE-DEVELOPMENT OF A WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE

The following information, amendments and revisions shall constitute Addendum No. 1, dated August 28th, 2009, and shall form an integral part of the Proposal Documents and where applicable, shall supersede requirements of other Proposal Documents.

Question 1: "The timeline for this project is aggressive and a deliverable is expected within 6 weeks of a signed contract". Please advise if the entire project is to be completed within 6 weeks of a signed contract?

Answer 1: Yes. If you cannot meet this timeline, provide an ETA to completion.

Question 2: "The website has to be bi-lingual". Will the client provide French translations?

Answer 2: The City will provide the translation of the documents

Question 3: "The website must be backed up automatically on a regular basis". Would the client require the vendor to host the website and do backups of the content?

Answer 3: Yes

Question 4: "The Website must be in compliance with all accessibility standards and requirements". Please advise if PDF documents accessibility is within scope?

Answer 4: The vendor is to demonstrate the level of accessibility that they are able to meet. Police services staff producing PDFs will meet accessibility requirements they feel are necessary for the website. If the vendor's proposed system can also produce any PDFs, the should demonstrate what level of accessibility those documents would provide.

Question 5: "The project will require the migration of a large part of existing content". Has the client analyzed the content that needs to be transferred, discarded or new content additions for the re-designed website?

Answer 5: Most of the existing content remains relevant. Updates and revisions will be provided based on the new format and design.

Question 6: Third item of the Schedule C of the RFP states "No Bid Security or agreement to bond or insufficient Bid Deposit or agreement to bond" results in automatic rejection. However 9th, 10th and 11th items within the same schedule state the bond information is not applicable. Please advise.

Answer 6: This is not applicable to this RFP

Question 7: What is the number of pages within the current website?

Answer 7: Approx 220 .php

Question 8: How many users need to be trained? Are all the users in Sudbury?

Answer 8: Ten (10) – Twelve (12) users, with one or two to be future trainers to new employees.

Question 9: How many content editors, approvers are proposed for the new website?

Answer 9: Ten (10) - Twelve (12)

Question 10: Is there a specific 6 week deliverable expected?

Answer 10: Yes. If you cannot meet this timeline, provide an ETA to completion

Question 11: In terms of site Graphics for the requested themes, does the Greater Sudbury Police Service (GSPS) have current graphics that can be used for incorporation?

Answer 11: Graphic design for the website is the responsibility of the vendor. GSPS will attempt to provide any graphics that could assist in building the site.

Question 12: Are there any current Graphical expectations or requirements?

Answer 12: The vendor is responsible for designing the entire site and required sub-sites and make any suggestions they deem feasible for the design of the site.

Question 13: In terms of Data Migration, will all of the data from the current site require migration, or only specific portions?

Answer 13: Most of the site will require migration.

Question 14: What is the current hosting environment for the Greater Sudbury Police Services website?

Answer 14: GSPS would prefer a vendor hosted solution to replace the current environment. The current platform is windows based using PHP.

Question 15: Does the Greater Sudbury Police Service use or have access to Sharepoint or a Sharepoint server?

Answer 15: Sharepoint is not currently in use.

Question 16: What are the specifics of the required forms outlined as a requirement? Are online forms required, or will they be standard downloadable forms such as PDF?

Answer 16: The forms are not standard downloadable PDF forms. The vendor is to specify what they are capable of providing.

Question 17: Are there any specific requirements for content management tools? Are there specific e-mail requirements? (Sharepoint compatibility for example):

Answer 17: There are no specific requirements outlined. The vendor is responsible for demonstrating what tools they provide to support email capabilities within the solution.

Question 18: Are there currently existing business requirements for the content management capabilities of the existing Greater Sudbury Police Services website that need to be followed? ie: what is the required process flow when content is placed on the site in terms of verification and approvals?

Answer 18: Content management tools will be used for the first time within the GSPS website. Any processes will be developed after implementation. The vendor must demonstrate what capabilities exist to build in any process flow or verification and approvals.

Question 19: What is currently used for user authentication on the Greater Sudbury Police Services website?

Answer 19: No content management tools are currently in use on the GSPS website.

Question 20: Are we required to use the exact forms provided within the RFP document and fill them in by hand, or can we re-create these documents thereby allowing us to digitally enter all required information?

Answer 20: The forms that the City supplied must be used.

Question 21: What technology platform is being use in the current site?

Answer 21: The current platform is windows based using PHP.

Question 22: Is there a preference for the new WCM solution (same as current, Microsoft, Open Source, etc)?

Answer 22: There is no WCM technology in use currently. We are asking for suggestions. We prefer to have the site hosted by the vendor so take that into consideration. GSPS have IT staff but no one dedicated to website management so the site must be as self-sufficient and stable as possible.

Question 23: Is the scope to create the new look and feel of the primary police site, youth website and crime prevention site, or simply to implement existing Creative/mock-ups that have already been done?

Answer 23: To create the new look and feel.

Question 24: Which accessibility standards and requirements? This is one example: World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 1.0 Priority 1 and 2 checkpoints, which are collectively known as WCAG 1.0 AA

Answer 24: Up to the proponent to indicate what they are capable of providing

Question 25: How many content contributors would need training?

Answer 25: 10-12

Question 26: Is there a limit to the amount of pages submitted for the proposal? Including the forms that are part of the RFP submission?

Answer 26: There is not a limit to the number of pages

Question 27: Is it ok if the CMS, Support and Training is only offered in English?

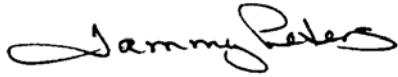
Answer 27: Yes

Question 28: We are located in Thunder Bay, to keep fees down we always perform support and training remotely using teleconferences and the internet. Will this be acceptable? Or would you rather us quote on Travel time and accommodations for Training?

Answer 28: The proponent should quote on travel time and accommodations for training. Please refer to page 22 of the RFP stating the requirement of on-site training.

Please ensure you confirm receipt of this addendum on the Addendum Acknowledgement Form as per Item 14, of Schedule C to By-law 2006-270 and that the form is returned with your Tender submission. Further, you are acknowledging that you have received and taken this information into consideration when preparing your bid.

Yours truly,

A handwritten signature in black ink that reads "Tammy Peters". The signature is fluid and cursive, with the first name "Tammy" and last name "Peters" clearly legible.

Tammy Peters
Supplies & Services Co-ordinator

cc: Sharon Baiden, Director of Corporate Services
Melissa Bamberger, Greater Sudbury Police Service



THE CITY OF GREATER SUDBURY

CONTRACT NUMBER: GSP09-4

REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE

**Issued by the
Supplies & Services Section
Finance Division
on behalf of
The Greater Sudbury Police Service**

**AGNES BECK,
MANAGER OF SUPPLIES & SERVICES/PURCHASING AGENT**



August 13, 2009

TO: ALL BIDDERS

**SUBJECT: REQUEST FOR PROPOSAL FOR THE RE-DEVELOPMENT OF A
WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE**

The City of Greater Sudbury is seeking Requests for Proposal for the Re-development of a website for the Greater Sudbury Police Service.

Attached is the RFP document that must be received by the Supplies & Services Section, 2nd Floor, 200 Brady Street, Sudbury, ON, **NO LATER THAN 11:00:00 a.m., Thursday, September 10th, 2009**, using the address label-sheet provided to the address noted above.

Proposals will be opened by the Tender Opening Sub-Committee, the same day at 2:30:00 p.m., in Committee Room C-21, 2nd Floor, Tom Davies Square. Please be advised only the names of those Proponents who have submitted a proposal will be released at the meeting. Information regarding pricing or contents of the proposal submissions will not be provided as we reserve the right to negotiate with all Proponents.

Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective proponents MUST BE in written format via email or fax. To facilitate comprehensive responses, Proponents are encouraged to email their questions as soon as possible tenders@greatersudbury.ca or fax to (705) 671-8118. **The deadline for questions is 12:00 noon, Thursday, September 3rd, 2009.** No verbal instructions or verbal information to Proponents will be binding on the CGS. **Do not contact any other staff persons, other than the Supplies & Services Section staff, regarding this proposal.**

The lowest or any proposal not necessarily accepted.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tammy Peters'.

Tammy Peters
Supplies & Services Co-ordinator

Cc: Sharon Baiden, Director of Corporate Services
Melissa Bamberger, Greater Sudbury Police Service

City of Greater Sudbury, Supplies & Services Section, 200 Brady St., Box 5000, Stn. "A", Sudbury, ON P3A 5P3



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**REQUEST FOR PROPOSAL FOR
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CHECKLIST

The following is a checklist to ensure all of our requirements are met:

1. If submitting hard copies, proponents are to submit five (5) complete copies of your Request for Proposal, designating one (1) complete copy as the original and submit it in a bound or stapled format. ☐
2. Proponents will submit three references (preferably municipal references) of similar type projects. (Please use the form provided) ☐
3. Proponents will submit their statement of qualifications on form supplied ☐
4. Ensure the Addendum Acknowledgement Section has been completed **if** any addendums have been issued. Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. ☐
5. Ensure the address label-sheet is affixed to the front of your sealed Proposal envelope/package submission. The Supplies & Services section will not be held responsible for envelopes or packages that are not labeled. ☐
6. Ensure you have included all submission requirements, ie: insurances, confidentiality agreement in your response to this Proposal call. ☐



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INSTRUCTIONS TO PROPONENTS

1. Addenda

Proponents may, during the Proposal period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the Request for Proposal Documents.

A copy of all Addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective Proponent who has obtained Request for Proposal Documents.

Addenda will be issued under the following circumstances:

- a.) Interpretation of RFP documents as a result of queries from prospective proponents;
- b.) Revision, deletions, additions or substitutions of any portion of RFP documents.

All such changes as addressed in the addenda shall become an integral part of the RFP documents and shall be allowed for in arriving at the Proposal price.

Addendums which have financial implication and have not been acknowledged on the Proposal Bid Form will be automatically rejected.

Oral instructions shall not be considered valid unless they are confirmed in writing by the Manager of Supplies & Services.



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INSTRUCTIONS TO PROPONENTS

2. Copies of Proposal

If submitting via hard copy format, proponents are requested to provide five (5) complete copies of their Proposal, **(including the Proposal Bid Form)**, designating **one (1) complete copy as the 'original'**. Proponents are also required to clearly label the 'original' as the 'original' on the front cover of their Proposal.

3. Validity of Proposals

See Schedule 'C' to Purchasing By-Law 2006-270, attached hereto.

4. Proposal Bid Form

The Proposal bid form provided with this RFP must be used or your Proposal may be rejected.

Please ensure your Proposal Bid Form is secured inside the front of your "original" RFP. Copies of the Proposal Bid Form are also to be secured inside the front of the additional copies (4) that are required to be submitted.

5. Acceptance of Terms

Each Proponent, by submitting a Proposal, represents that the Proponent has read, understands and accepts the terms and conditions of the Request for Proposal in full.



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INSTRUCTIONS TO PROPONENTS

6. Stages of Proposal Evaluation

City Representatives will conduct the Evaluation of Proposals as follows:

An initial review by the City to determine which Proposals meet the minimum requirements. Proposals which do not comply with the City's minimum requirements may be disqualified.

The next step will consist of a scoring by the City of each qualified Proposal on the basis of the rated criteria noted below. The highest scored Proposal will be selected.

At the discretion of the City, the City may choose to invite up to three (3) short-listed proponents to prepare a formal presentation to the City. In addition, short-listed proponents may be asked to attend interviews or negotiations with the City, provide a tour of facilities and provide additional general information prior to selection.

7. Evaluation Grid Criteria

The following is the evaluation grid criteria outlining how your Proposal will be scored:

Price	25
• Design and development of content • Implementation • Training to use system and reporting features • Annual license fee and maintenance fee for content updates and minor changes • Software and hardware needed for compatibility and upgrades • Hosted solution by Company	
Qualifications and experience of Company, Lead Person and Staff who will be involved with this project	25
Proposed approach to provide training for staff responsible for content management and ongoing website support	20
Ability to meet Project and Technical Requirements	30
Total	<u>100</u>



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INSTRUCTIONS TO PROPONENTS

8. Local Partnerships

The City encourages out of town proponents to seek local partners(s) where local expertise exists.

9. Negotiations and Review of Offers

Discussions may be conducted with proponents for the purpose of clarification of their Proposals to assure full understanding of and responsiveness to the solicitation requirement.

All Proposals will be evaluated using the evaluation grid criteria noted unless the Proposal does not meet the minimum requirements and are therefore not short listed.

Once the evaluation committee has reviewed the initial Proposal submissions using the evaluation grid, the evaluation committee will recommend an award to a specific firm, if clear cut superiority of an offer is obvious.

The City reserves the right to request a best and final offer from only those proponents meeting our full requirements or from the short list developed by the evaluation committee.

All information will be kept under strict security until after an award recommendation has been made.

All discussions and negotiations must be coordinated through the Supplies & Services Office. **Do not contact any Municipal Staff regarding this RFP other than the Supplies & Services Section Staff.**

10. Legal Agreement

The successful proponent may be required to enter into and execute a legal agreement with the City of Greater Sudbury or may be issued a Purchase Order Contract.



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11. Conflict of Interest

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the City may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

12. Proposal Confidentiality

The Manager of Supplies & Services will consider all Proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. Information pertaining to pricing or any content of the Proposals will remain confidential as we reserve the right to negotiate with all proponents.

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the proponent or disclosed by the City of Greater Sudbury in the course of carrying out this project.

The successful proponent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City of Greater Sudbury and shall not be disclosed or released to any person or organization without the prior written consent of the City of Greater Sudbury.

13. Costs Incurred by Proponents

All expenses involved with the preparation and submission of Proposals to the City of Greater Sudbury, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any Proposals received or for any other effort required or made by the proponent prior to commencement of work as defined by the Proposal approved by the City of Greater Sudbury.



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INSTRUCTIONS TO PROPONENTS

14. Proposal Expiry Date

Proponents hereby acknowledge that offers contained within their Proposals shall be irrevocable for a period of ninety (90) days from the closing date of the RFP or until a contract is signed with the successful proponent, whichever comes first.

15. Presentations

The City of Greater Sudbury may require proponents to give a presentation in support of their Proposal.

16. Exclusivity Clause

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

17. Indemnification

The successful Proponent shall indemnify and hold harmless the City of Greater Sudbury, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Greater Sudbury and against all loss, liability, judgments, claims, suits, demands or expenses which the City of Greater Sudbury may sustain, suffer or be put to resulting from or arising out of the Successful proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agent, officials and employees.

18. General Commercial Liability Insurance

The **successful proponent** will be responsible for submitting a copy of a General Commercial Liability (GCL) Insurance Certificate for this project in the amount of \$3 Million. This policy must not contain a limitation, exclusion or restriction that would otherwise limit coverage for loss caused by failure to perform.



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19. Professional Liability Insurance

The **successful proponent** will be responsible for submitting a copy of a Professional Liability Insurance Certificate for this project in the amount of \$1 Million. This can be shown as an endorsement on your GCL Policy.

20. Automobile Liability Insurance

The **successful proponent** will be responsible for submitting a copy of Automobile liability insurance in respect of licence vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

21. Assignment

The successful proponent will not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.



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INSTRUCTIONS TO PROPONENTS

22. Record and Reputation

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

- 1) In the opinion of the Council of the City of Greater Sudbury or the Manager of Supplies & Services/Purchasing Agent, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omission(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with the City of Greater Sudbury;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Proponent refusing to enter into a contract with the City after the Proponent or Bidders tender or Proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;
 - f) act(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately preceding the date on which the RFP/Tender is awarded;
- 2) In the opinion of the Council of the City of Greater Sudbury or General Manager or the Manager of Supplies & Services/Purchasing Agent or designate, there are reasonable



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INSTRUCTIONS TO PROPONENTS

22. Record and Reputation (continued)

grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);

- a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
- b) the conviction or finding of liability of that person under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
- c) the conviction or finding liability of that person under the *Environmental Protection Act*, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business.
- d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
- e) the conviction or finding of liability of that person under the *Securities Act* or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.



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INSTRUCTIONS TO PROPONENTS

23. WSIB

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

a) Please provide the following:

- i) Workplace Safety & Insurance Board Firm Number
- ii) Workplace Safety & Insurance Board Account Number
- iii) a "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.

b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health Safety policies will be strictly adhered to at all times.

c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.

d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:

- offers services to various firms; reports to the government as a self-employed business (Revenue Canada/GST); owns and operates his/her equipment.

This person, therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

24. Errors and Omissions

The City of Greater Sudbury shall not be held liable for any errors or omissions in any part of this RFP. While the City of Greater Sudbury has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Greater Sudbury, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.



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INSTRUCTIONS TO PROPONENTS

25. Alternative Proposals

Proponents may wish to submit one (1) or more Proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable. Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative Proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

26. Acceptance of Proposal

The proponent agrees that, notwithstanding anything to the contrary in this Request for Proposal that a maximum of ninety (90) days shall be allowed between the dates that Proposals are opened and the date that a Proposal is awarded, cancelled or recalled.

The proponent agrees that the City has the right to accept all, any or none of the Proposals submitted. The proponent also agrees that the lowest or any Proposal not necessarily accepted. Following contract award, the Manager of Supplies & Services shall notify the successful proponent that his Proposal has been accepted. The formal contract agreement will also be sent to the successful proponent, with instructions on how to properly complete and sign the document.

The successful proponent is to be allowed not more than fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Proposal Deposit if applicable.



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27. Withdrawal Procedures

A proponent may request that his or her submitted Proposal be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the proponent wishing to withdraw from a particular RFP must attend at the Purchasing Agent's office and execute an appropriate withdrawal form, signed by a principal of the proponent, or provide a letter from the proponent, signed by a principal, withdrawing the Proposal. The Agent and Treasurer together shall then open the Proposal Box, retrieve the withdrawn Proposal and hand it back unopened to the proponent. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and Treasurer, placed into the Proposal Box and the Proposal Box re-locked.

The withdrawal of a Proposal does not disqualify a proponent from submitting another Proposal for the same contract provided that all of the RFP procedures are observed and the new bid is deposited in the Proposal Box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) Proposal from the same proponent may result in the disqualification of the proponent.

The Proposal Deposit shall be forfeited to the City when a proponent attempts to withdraw his or her Proposal after Proposals have been opened, in addition to any consequence or legal penalty that may apply.

28. Invoicing Instructions

The successful proponent will be required to make reference to the Contract Number (**GSP09-4**) or Purchase Order Number (if applicable) on all invoices relating to this Proposal. Failure to indicate the Contract Number or Purchase Order Number will result in the delay or non-payment of invoices for this contract.

29. Results

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however unit prices will not be disclosed where Proposals were requested as a total contract price.

We reserve the right to publish the total evaluation scores of all proponents and the total bid amounts of all proponents. Unsuccessful proponents may request information regarding their evaluation from the Purchasing Agent or designate.



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30. Privilege Clause

The lowest or any Proposal not necessarily accepted.

31. Communications

All communication must be directed through the Supplies and Services Section (as noted in the covering letter) before and after the close of the Tender or Request for Proposal. This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Bidders and proponents that do not follow this instruction may be subject to disqualification.

32. Electronic Commerce

When proponents are provided with the option of emailing their Proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company/partnership signs the Proposal bid form via electronic signature

33. Terms of Payment

The terms of payment for all invoices relating to this tender/Proposal are **net 30 days** unless otherwise specified in the document.

34. Consideration of "Approved Equal"

The decision of the City in determining approved equal status for any item, equipment, material or product shall be final and shall be made only by the City.

35. Anti-Idling

The City of Greater Sudbury endeavours to be an environmentally responsible municipal government. We encourage contractors performing on behalf of the CGS to avoid, whenever possible, unnecessary engine idling.

36. Sales Tax

The successful proponent, if and when required, will provide any necessary documentation that the City would require to support sales tax recovery claims.



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37. References

A minimum of three (3) references must be included on the following form wherein you are currently providing the same or similar type of service or study

38. Confidentiality and Security

- a. The Successful Proponent on behalf of itself, its directors, officers, employees, agents and subcontractors acknowledges that for the purposes of this Agreement, it is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The Successful Proponent agrees that all information provided to it by the Greater Sudbury Police Services Board, or gathered in the course of providing services is being provided on a confidential basis for the purposes of the administration of the Services being provided by the Successful Proponent and is protected by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.
- b. The Successful Proponent shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by it during the course of carrying out the Services provided for herein for any purposes other than the provision of the Services or such other purposes authorized in writing by the Greater Sudbury Police Services Board.
- c. Failure to comply with this section will be grounds for immediate termination of this Agreement, at the discretion of the Greater Sudbury Police Services Board.



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR
RE-DEVELOPMENT OF A WEBSITE FOR
THE GREATER SUDBURY POLICE SERVICE**

INSTRUCTIONS TO PROPONENTS

38. Confidentiality and Security con't;

- d. Furthermore, prior to commencing the Services, Greater Sudbury Police Services Board requires the successful proponent and employees who will be assigned to carry out the work under the Agreement to receive security clearance. The consent to the Personal Information Release shall be in the form found on page 24 to this Agreement. Greater Sudbury Police Services Board shall also require the successful proponent and employees assigned to carry out the work under the Agreement to swear an Oath of Secrecy in the form found on page 26 to this Agreement, which form may be amended from time to time without notice.
- e. Prior to commencing Services, the Successful Proponent shall deliver a list of Designated Persons to the Greater Sudbury Police Services Board which list shall include the name, address, date of birth and position of each. During the term of this Agreement and any renewals hereof, at the request of the Greater Sudbury Police Services Board, the Successful Proponent and/or subcontractor, shall deliver an up-to-date list of Designated Persons which list shall include the name, address, date of birth and position of each such person.
- f. Greater Sudbury Police Services Board reserves the right to notify the Successful Proponent and/or the Successful Proponent's subcontractor, that certain Designated Person shall be excluded from performing any Services upon police service.
- g. The Successful Proponent acknowledges that during the performance of this Agreement, the Successful Proponent will have access to both written and unwritten information which is either non-public or confidential in nature (collectively the "Confidential Information"). In the event that the Successful Proponent receives a request to disclose any of the Confidential Information pursuant to legal process of any kind, the Successful Proponent will notify the Greater Sudbury Police Services Board promptly so that the Greater Sudbury Police Services Board may seek a protective order or other appropriate remedy or in its sole discretion waive compliance with the terms of this Agreement. In the event no such protective order or other remedy is obtained, or that the Greater Sudbury Police Services Board waives compliance with the terms of this Agreement, the Successful Proponent will furnish only that portion of the Confidential Information which the Successful Proponent is advised by legal counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information.

SCHEDULE "C"**to By-Law 2006-270 of the City of Greater Sudbury**

Page 1 of 2

	IRREGULARITY	RESPONSE
1	Late Bid.	Automatic rejection and not opened or read publicly.
2	Unsealed Envelope.	Automatic rejection.
3	No Bid Security or agreement to bond or insufficient Bid Deposit or agreement to bond.	Automatic rejection.
4	Bids completed and/or signed in erasable medium.	Automatic rejection.
5	All required sections of Bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the incomplete nature is trivial or insignificant.
6	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the qualification or restriction is trivial or not significant.
7	Bids received on documents other than those provided or specified by the City.	Automatic rejection.
8	Bids Containing Clerical Errors, which are trivial or insignificant.	48 hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor
9	Failure to execute Agreement to Bond (Surety's Consent) or Bonding company corporate seal or signature missing from Agreement to Bond.	Automatic rejection. NOT APPLICABLE TO THIS PROPOSAL
10 (a)	Failure to execute Bid Bond by Bidder and Bonding Company.	Automatic rejection. NOT APPLICABLE TO THIS PROPOSAL
(b)	Corporate seal of the Bidder and Bonding Company, missing.	48 hours to correct. NOT APPLICABLE TO THIS PROPOSAL
11	Documents – Execution	
(a)	Corporate seal or signature missing; signatory's authority to bind the corporation or signature missing.	48 hours to rectify situation.
(b)	Corporate seal and signature missing; signatory's authority to bind the corporation and signature missing.	Automatic rejection.

SCHEDULE "C"

to By-Law 2006-270 of the City of Greater Sudbury Page 2 of 2

	IRREGULARITY	RESPONSE
12	Erasures, Overwriting or Strike-Outs which are not initialed:	
(a)	uninitialled changes to the Tender documents, other than unit prices, which are trivial or not significant;	48 hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent. General Manager in charge of the Bid Solicitation and the City Solicitor.
(b)	unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals are consistent with the price as changed;	48 hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor.
(c)	unit prices in the Schedule of Prices which have been changed but not initialed and the Contract totals are inconsistent with the price as changed;	Automatic rejection.
13	Mathematical errors which are not consistent with unit prices.	48 hours to initial corrections as made by the Supplies and Services Division.
14	Bids, in which all necessary Addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
15	Any other irregularities.	The Agent, General Manager in charge of the Bid Solicitation and the City Solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.



THE CITY OF GREATER SUDBURY

CONTRACT NUMBER: GSP09-4

REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE

SPECIFICATIONS



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR
RE-DEVELOPMENT OF A WEBSITE FOR
THE GREATER SUDBURY POLICE SERVICE**

The City of Greater Sudbury, Supplies and Services Section on behalf of the Greater Sudbury Police Service is issuing a Request for Proposal for the purpose of re-developing an Internet Website with a revised look, feel and content management. This Proposal must include the design, development, testing and hosting the new website for the Greater Sudbury Police Service.

The project will require the migration of a large part of existing content from website currently located at www.police.sudbury.on.ca

The new website must consist of a primary police site that will incorporate a youth website and a crime prevention website with separate themes.

The site must be fully manageable through online tools and web content management.

The site must provide and support email capabilities.

The site will require the ability to implement a secured intranet/extranet for use by Police Services staff to share information. This site will also use SSL and secured individual logins to access this site.

The website must be World Wide Web Consortium (WC3) compliant and fully bilingual in English and French.

The website must be capable of supporting on line forms and provide full site search capabilities.

The site must provide online usage and statistical reports on demand as well as provide the ability to develop ad hoc queries for special monitoring.

The website must be backed up automatically on a regular basis.

The website must support browsers for both Microsoft Windows and Macintosh.

Technical support must be available during normal business hours.

The timeline for this project is aggressive and a deliverable is expected within 6 weeks of a signed contract.

The Website must be in compliance with all accessibility standards and requirements.

Training must be provided in-house for all staff members who are responsible for content management or development of the site.

Outline as a separate price for online survey management and functionality.



THE CITY OF GREATER SUDBURY

CONTRACT NUMBER: GSP09-4

REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE

PERSONAL INFORMATION RELEASE

OATH OF SECRECY



GREATER SUDBURY POLICE SERVICE

PERSONAL INFORMATION RELEASE

Surname (Please print)				First Name and Initials		Maiden Name if Applicable	
Date of Birth				Gender	Drivers License Number		
D		M		Y		M ☐	F ☐
Street Address				Apt. No.	City		Province
Postal Code				Telephone - Home			
				() -			
Place of Employment					City		
Occupation					Telephone - Work		
					() - ext.		

☐ Copy of Photo Identification showing address and date of birth attached (i.e. driver's license)

I, _____ authorize the Greater Sudbury Police to collect personal information concerning myself including police history and police contact information from sources other than myself. This information is to be used for the purpose of assessing my suitability for the provision of services for the Greater Sudbury Police Service and/or the City of Greater Sudbury. I further authorize the release of this information to the Greater Sudbury Police Service by the person(s) or organization(s) who possess it. _____ Please initial.

I have been informed I have the right to decline to consent to the collection of my personal information for the purpose of a Security Clearance Check and I hereby consent to the Greater Sudbury Police Service conducting an investigation for that purpose. _____ Please initial.

I hereby authorize the Greater Sudbury Police Service to notify the City of Greater Sudbury and my employer, _____, should a Security Clearance be granted. _____ Please initial.

I further understand and acknowledge that should the Greater Sudbury Police Service, in their sole discretion, decline to provide a Security Clearance that no information will be provided to the City of Greater Sudbury or my named employer, beyond a confirmation that the Security Clearance has been declined. _____ Please initial.

Should I be charged or found guilty of any criminal offence, I undertake to inform my named employer for which the Security Clearance was granted. _____ Please initial.

Signature of Applicant

(Over)

Signature of Member Requesting Security Clearance	Empl. Number	Date
Purpose for Security Clearance	Date Required For	

<i>FOR OFFICE USE ONLY</i>		
CHECKS		
	Negative or Attached	Name & Empl. #
CPIC		
CNI		
NICHE		
ARCHIVED		
MTO		
DATE COMPLETED:		

GREATER SUDBURY POLICE SERVICE



OATH OF SECRECY

SUCCESSFUL PROPONENT

The undersigned acknowledges that during the performance of a contract with the Greater Sudbury Police Service, the undersigned will have access to both written and unwritten information which is either non-public or confidential in nature (collectively the “Confidential Information”).

The undersigned does solemnly swear or affirm that the undersigned will keep the Confidential Information confidential and will not (except as required by applicable law, regulation or legal process and only after having notified the Greater Sudbury Police Service as set out herein) without the Greater Sudbury Police Service’s prior written consent, disclose any Confidential Information in any manner whatsoever or use it in any way.

In the event that the undersigned receives a request to disclose any of the Confidential Information pursuant to legal process of any kind, the undersigned will notify the Greater Sudbury Police Service promptly so that the Greater Sudbury Police Service may seek a protective order or other appropriate remedy or in its sole discretion waive compliance with the terms of oath. In the event no such protective order or other remedy is obtained, or that the Greater Sudbury Police Service waives compliance with the terms of this oath, the undersigned will furnish only that portion of the Confidential Information which the undersigned is advised by legal counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information.

I, _____

(please print)

solemnly swear that I will not disclose any Confidential Information obtained by me in the course of providing services with the Greater Sudbury Police Service, except as I may be authorized or required by law. So help me God.

Signature

SWORN BEFORE ME IN THE CITY OF GREATER SUDBURY this

_____ day of _____, _____

Commissioner For Taking Affidavits



THE CITY OF GREATER SUDBURY

CONTRACT NUMBER: GSP09-4

REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE FOR THE GREATER SUDBURY POLICE SERVICE

FORMS



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE
FOR THE GREATER SUDBURY POLICE SERVICE**

Proposal Bid Form

Description:

Cost (Price)

Re-development of website for the Greater Sudbury Police Service
as outlined in this Proposal request.

\$ _____

Online Survey Management and Functionality

\$ _____

License Fee

\$ _____

Other _____

\$ _____

GST 5%

\$ _____

Ongoing Maintenance \$ _____/year

Grand Total \$ _____

**Cost per hour for additional Consulting and/or customizations – Please indicate position, estimate of
time required and hourly rates:**

_____ \$ _____/hr _____ \$ _____/hr

_____ \$ _____/hr _____ \$ _____/hr

Please indicate your preferred progress payment schedule:

Indicate Lead Time for Delivery: _____/weeks - pricing is FOB Delivered to City of Greater Sudbury

Indicate Lead Time for Installation and training following delivery: _____/weeks

I have read, acknowledge and understand all terms, conditions and requirements contained in this Proposal:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE#: _____ FAX#: _____ EMAIL: _____

NAME AND POSITION
OF PERSON SIGNING: _____

(Please Print)

SIGNATURE: _____ **DATE:** _____

"I have the authority to bind the Corporation/Partnership"

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE
FOR THE GREATER SUDBURY POLICE SERVICE**

REFERENCE FORM

A minimum of three (3) references must be included on the following form wherein you are currently providing the same or similar type of service

1) Company Name: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax Number: _____
Email Address: _____
Date of Project: _____ Cost: _____

1) Company Name: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax Number: _____
Email Address: _____
Date of Project: _____ Cost: _____

1) Company Name: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax Number: _____
Email Address: _____
Date of Project: _____ Cost: _____

Company Name: _____

Signature: _____

"I have the authority to bind the Company/Corporation/Partnership."



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE
FOR THE GREATER SUDBURY POLICE SERVICE**

ADDENDUM ACKNOWLEDGMENT FORM

Addendum Acknowledgment Section: See Item 14 of Schedule 'C' of Purchasing By-Law 2006-270, as amended, (attached). Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. **Please ensure you complete this section if an addendum(s) has been issued.**

If awarded the contract, the Proponent agrees to complete the work in accordance with the Proposal Specifications, and the following Addenda:

Addendum No. ____, dated ____, 2009 Addendum No. ____, dated ____, 2009

Addendum No. ____, dated ____, 2009 Addendum No. ____, dated ____, 2009

COMPANY NAME: _____

SIGNATURE: _____
"I have the authority to bind the Corporation/Company/Partnership"



CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR RE-DEVELOPMENT OF A WEBSITE
FOR THE GREATER SUDBURY POLICE SERVICE**

QUALIFICATION FORM

Please list experience and qualifications of all team members who will be involved with this project:

1. Project Lead Name:	Indicate Qualifications & Experience in the space provided below
Name:	
2. Other Staff Person Name & Position:	Indicate Qualifications & Experience in the space provided below
Name:	
Position:	
3. Other Staff Person Name & Position:	Indicate Qualifications & Experience in the space provided below
Name:	
Position:	

COMPANY NAME: _____

SIGNATURE: _____
"I have the authority to bind the Corporation/Company/Partnership"



Certificate of Insurance – Police Services

This is to certify that the insured, named below is insured as described below.

Name of Insured	Telephone Number(Area Code)
Insured's Address	City
Contract to Which This Certificate Applies	Postal Code

Type of Insurance	Insurer's Name	Policy Number	Effective Date yr mo day	Expiry Date yr mo day	Limits of Liability (Bodily Injury & Property Damage-Inclusive)	Deductible
Commercial General Liability					\$	\$
Umbrella					\$	\$
Excess					\$	\$

Commercial General Liability (including):	Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including Completed Operations), Contractual Liability, Work Performed on Behalf of the Named Insured by Sub Contractors, Products- Completed Operations (12 Months), Contingent Employers Liability, Cross Liability Clause, Severability of Interest Clause and Non-Owned Automobile Liability <i>(Where Required by Contract Specifications)</i>				
DOES COVERAGE INCLUDE:					Limits (\$)
• Tenants Legal Liability	☐	NO	☐	YES	\$
• Garage Liability Extension	☐	NO	☐	YES	<i>Where Required by Contract Specifications</i>
• Pollution	☐	NO	☐	Sudden & Accidental	☐ Environmental Impairment
• Property	☐	NO	☐	YES	<i>Where Required by Contract Specifications</i>

The CITY OF GREATER SUDBURY has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured.

Type of Insurance	Insurer's Name	Policy Number	Effective Date yr mo day	Expiry Date yr mo day	Limits of Liability (Bodily Injury & Property Damage-Inclusive)
Motor Vehicle Liability "All vehicles owned or operated by the insured"					\$
Motor Vehicle Liability Garage Liability					\$
Customer's Collision and Comprehensive					\$

This is to certify that the policies of insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. It is further warranted that there are no Conditions or Exclusions in any of the above Policies that would invalidate coverage for the above Contract.

If cancelled or materially changed in any manner that would affect the CITY OF GREATER SUDBURY as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to:

CITY OF GREATER SUDBURY
ATTENTION: RISK MANAGEMENT / INSURANCE OFFICER
200 BRADY STREET, P.O. BOX 500, STATION A
SUDBURY, ON, P3A 5P3
FAX: (705) 671-9327

This certificate is executed and issued to the aforesaid City of Greater Sudbury, the day and date herein written below.

Name of Insurance Company or Broker (completing form)	Telephone Number with Area Code
Address	Fax Number with area code
Name of Authorized Representative or Official (Please Print)	Signature of Authorized Representative or Official
	Date (Year, Month, Day)

ATTACH THIS LABEL SHEET TO THE FRONT OF YOUR PROPOSAL ENVELOPE/PACKAGE SUBMISSION



**PROPOSAL
TO BE RETURNED TO:**

**THE CITY OF GREATER SUDBURY
C/O SUPPLIES AND SERVICES
200 BRADY STREET
2ND FLOOR , TOM DAVIES SQUARE
BOX 5000 STN. A
SUDBURY, ON P3A 5P3**

CONTRACT NUMBER: GSP09-4

**REQUEST FOR PROPOSAL FOR
RE-DEVELOPMENT OF A WEBSITE FOR
THE GREATER SUDBURY POLICE SERVICE**

Bidder's Name: _____

Address: _____

For City Use Only;

Date and Time Received:

**NOTE: This address label/ sheet must be affixed to the front of your sealed Proposal envelope/ package submission.
The Supplies & Services section will not be held responsible for envelopes or packages that are not labeled**