



REQUEST FOR PROPOSAL RFP L01-190-25

Public Library Website Design and Content Management System (for the Greater Sudbury Public Library Board)

Issued by:

City of Greater Sudbury
Purchasing Section

purchasing@greatersudbury.ca

On Behalf of:

Greater Sudbury Public Library Board (Refer to Section 1.1)



This Bid Solicitation is subject to the City of Greater Sudbury's Procurement Policy – Putting Canada First. Refer to Section 1.2 for applicable restrictions or requirements.

Bid Solicitation Issue Date:	October 14, 2025
Question Deadline:	October 21, 2025
Addenda Deadline:	October 28, 2025 Refer to Section 5.1.3 for additional details.
Closing Date and Time:	Proposals shall be received by the City's electronic tendering site, bids&tenders, no later than 1:30:00 p.m. local time (City of Greater Sudbury) on November 4, 2025 (the "Closing Date and Time"). The Closing Date and Time shall be determined by the bids&tenders web clock.
Bid Submission Method:	Electronic Proposal submissions only. Refer to Section 2
Official Point of Contact:	Purchasing representative noted in bids&tenders.

NOTICE:

1. Where there are discrepancies between the dates and times in the Bid Solicitation and bids&tenders, the dates and times in bids&tenders shall supersede any other dates and times. Please bring any discrepancies to the attention of the Official Point of Contract.
2. The above timelines are subject to change at the sole discretion of the City and in accordance with this Bid Solicitation. In the event a change is made to any of the above dates, the City will post any such changes by issuing an Addendum.
3. Accessible formats and communication supports available upon request.

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1. Procurement Opportunity Invitation and Deliverables

1.1 Introduction

This Bid Solicitation is issued by the City of Greater Sudbury ("City") on behalf of the Greater Sudbury Public Library Board. Where the City is stated within the Bid Solicitation Documents, it is to be read to include the Greater Sudbury Public Library Board ("GSPLB"), where applicable.

Where the City is stated within the Bid Solicitation Documents, it is to be read to include the local board and/or corporation, where applicable. In addition, the City may also be a party to the Contract(s) and/or separate Contracts may be executed for individual local boards and/or corporations (refer to Section 4 and the Contract).

For more information, visit the following website(s):

- <https://www.greatersudbury.ca/>
- <https://www.sudburylibraries.ca/>

1.2 Invitation and Deliverables

The City is seeking Proposals from qualified Proponents to design and implement a new public-facing website and content management system [CMS] ("Deliverables"), as per the Terms of Reference – L01-190-25, technical requirements, functional requirements and the Contract Documents (Refer to Section 4).

The Bid Solicitation Documents, the Contract Documents, and any documents referenced within, are available for download on bids&tenders, unless provided to the Proponents directly by email.

The following apply to this Bid Solicitation Process:

1.2.1 Trade Agreements

This Bid Solicitation may be subject to the following trade agreements and their respective terms and conditions, as determined by their respective thresholds:

- Public Procurement Chapter of the Ontario-Québec Trade and Cooperation Agreement (OQTCA).
- Chapter 5 of the Canadian Free Trade Agreement (CFTA).

1.2.2 Procurement Policy – Putting Canada First

This Bid Solicitation is subject to the City of Greater Sudbury's Procurement Policy – Putting Canada First. The requirements and restrictions are as follows (definitions are contained within this section):

1. Proposals will only be accepted by Canadian Suppliers.
2. Services provided by the Supplier must meet the requirements of Canadian Service.

Where a Proponent or its Proposal does not meet any stated requirements, they will be deemed non-compliant, and their Proposal will be disqualified. Refer to Section 3 for further details on the evaluation of Proponents and Proposals.

The Purchasing By-Law – Schedule “C” - Procurement Policy – Putting Canada First is available for viewing here: <https://www.greatersudbury.ca/city-hall/by-laws/by-law-pdfs-en/c-by-law-2014-1/>

If you have any questions or concerns, please reach out to the Official Point of Contact prior to the Question Deadline.

Definitions:

Capitalized terms within the below defined terms have the definition set-out in the Purchasing By-law.

“Canadian Goods” means a Good which more than half of the total direct costs (at least 51 percent) must be incurred in Canada. Additionally, the Good must have undergone its last substantial transformation in Canada.

“Canadian Service” means a Service provided by a natural person based in Canada (includes Construction):

- If a requirement consists of only one Service, which is being provided by more than one natural person, the Service will be considered to be Canadian if a minimum of 70 percent of the total price for the Service is provided by natural persons based in Canada; or
- If a requirement consists of two or more Services and the requirement will be certified on an aggregate basis, the Service will be considered to be Canadian if a minimum of 70 percent of the total price for the Service is provided by natural persons based in Canada.

“Canadian Supplier” means a Supplier that has a Place of Business (i.e. office or production facility) in Canada.

“Non-US Goods” means a Good which more than half of the total direct costs (at least 51 percent) must be incurred in a country other than the US. Additionally, the Good must have undergone its last substantial transformation in a country other than the US.

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“Non-US Services” means a Service provided by a natural person not based in the US (includes Construction):

- If a requirement consists of only one Service, which is being provided by more than one natural person, the Service will be considered to be non-US if a minimum of 70 percent of the total price for the Service is provided by natural person not based in the United States of America; or
- If a requirement consists of two or more Services and the requirement will be certified on an aggregate basis, the Service will be considered to be non-US if a minimum of 70 percent of the total price for the Service is provided by natural person not based in the US.

“Non-US Supplier” means a Supplier that has a Place of Business (i.e. office or production facility) in a country other than the US.

“Place of Business” means an establishment where a Supplier conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours.

1.3 Bid Solicitation Documents

The Bid Solicitation Documents consist of the following:

- This Request for Proposal, consisting of the following:
 - Section 1 Invitation and Deliverables
 - Section 2 Proposal Submission Process and Requirements
 - Section 3 Evaluation and Selection Process
 - Section 4 Contract and Award Process
 - Section 5 Bid Solicitation Procedures, Terms and Conditions
- Documents available for download on bids&tenders or provided by directly from the City; and
- Addendum/Addenda or any other information issued or provided by the City to the Bid Solicitation, if any.

Proponents must review the Bid Solicitation Documents and promptly report to the City and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained in the Bid Solicitation Documents.

To facilitate comprehensive responses, Proponents are encouraged to submit questions or clarification requests on bids&tenders.ca as soon as possible and **no later than the date and time** indicated on the Request for Proposal cover page. Nothing in this notice obligates the City to respond to any question or clarification request.

IMPORTANT: Proponents must fully review the Bid Solicitation documentation for the full description of all mandatory requirements for this Bid Solicitation. Failure to meet the mandatory requirements may result in automatic rejection from the Bid Solicitation. Any concerns regarding mandatory requirements must be brought to the attention of the Official Point of Contact immediately.

1.4 Communication and Official Point of Contact

All communications regarding any aspect of this Bid Solicitation must be directed to the Official Point of Contact as indicated on the cover page of this Bid Solicitation.

All communications should be done through bids&tenders as per Section 5.1.2.

Verbal communications will not be binding on the City. Proponents shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein through <https://greatersudbury.bidsandtenders.ca>

Proponents that fail to comply with the requirement to direct all communications to the Official Point of Contact may be disqualified from the Bid Solicitation process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following regarding this Bid Solicitation:

- a) any employee or agent of the City (other than the Official Point of Contact);
- b) any member of the Evaluation Team;
- c) any expert or City Consultant(s) assisting the Evaluation Team;
- d) any member of Council or the Mayor, or board members; and
- e) any elected official of any level of government, including any member of the staff or any advisor to any elected official.

Notice

Proponents are advised that, from the date of issue of the Bid Solicitation through any award notification:

- a) only the Official Point of Contact is authorized by the City to amend or waive the requirements of the Bid Solicitation pursuant to the terms of this Bid Solicitation;
- b) as noted above, Proponents must not contact anyone, except for the Official Point of Contact, unless instructed to do so in writing by the Official Point of Contact;
- c) Proponents must not contact the user departments regarding this Bid Solicitation, even if they have an existing Contract performing the same or similar Deliverables and are performing Deliverables for the Authorized Person or City employees;
- d) under no circumstances shall a Proponent rely upon any information or instructions from the City, including any officer, director, employee, or agent unless the information or instructions are provided in writing by the Official Point of Contact; and
- e) the City shall not be responsible for any information or instructions provided to the Proponent, except for information or instructions provided in writing by the Official Point of Contact.

1.5 Notice of Results in bids&tenders

1.5.1 Unofficial Results in bids&tenders Upon the Closing Date and Time

If applicable, only the name of the Proponent(s) will be displayed on bids&tenders at the Closing Date and Time.

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1.5.2 Notice of Official Results in bids&tenders upon Award

If applicable, the City will post the official results of the Bid Solicitation process after the Award of the Contract. The award notice will include the Successful Proponent and value of the Contract. In addition, the City will notify all Proponents through bids&tenders.

1.6 Legal Actions

The Proponent must disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party which may have an impact on the Contract. Submit this information to the Official Point of Contact for this Bid Solicitation. Proposals received from such individuals or legal entities may be rejected.

1.7 Rules of Interpretation

This Bid Solicitation shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a) Capitalized terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the City's Purchasing By-law, as amended from time to time.
- b) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
- c) Words in the Bid Solicitation shall bear their natural meaning.
- d) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation."
- e) In construing the Bid Solicitation, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- f) Unless otherwise indicated, time periods will be strictly construed.
- g) The following terminology applies in the Bid Solicitation:
 - (i) Whenever the terms "must" or "shall" are used in relation to the City or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read "the City shall" or "the Proponent shall", as the case may be;
 - (ii) The term "should" relates to a requirement which the City would like the Proponent to address in its Bid; and
 - (iii) The term "will" describes a procedure that is intended to be followed.

1.8 Definitions

"Addenda/Addendum" means a written change, addition, alteration, correction, or revision to a Bid Solicitation.

"Bid Solicitation Documents" means the documents listed in Section 1.3 herein.

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“Business Day(s)” means any day other than Saturday, Sunday, any civic holiday, or holiday described in the *Legislation Act, 2006*, S.O. 2006, c. 21, Schedule F, as amended.

“City” means City of Greater Sudbury as incorporated pursuant to City of Greater Sudbury Act, 1999, S.O. 1999, c. 14, Sched. A.

“Closing Date and Time” means the date and time prior to or at which all Proposals must be submitted in accordance with this Bid Solicitation as determined by the bids&tenders web clock and as specified on the cover page of this Bid Solicitation.

“City Consultant” means any person or entity retained to provide professional advice to the City, as applicable.

“Contract” means the signed document between the City and the Supplier for the performance of the Deliverables under Contract LIB25-190, including its Appendices.

“Contract Price” means the sum of all costs required for completion of the Deliverables under the Contract as stipulated in Section 3 herein, including but not limited to the full compensation for all items, labour, equipment, materials, mobilization, demobilization, insurance tariffs, income taxes, overhead, profit, permit costs, purchase prices, warranties, service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs, any optional extension terms, but excluding applicable Harmonized Sales Tax and other applicable taxes.

“Deliverables” is defined in Section 1.2 and means the Goods, Services and/or Construction supplied by the Supplier as described in the Bid Solicitation Documents.

“Evaluation and Selection Process” means the process identified in Section 4 herein.

“Joint Venture” means an association of two or more parties who combine their money, property, knowledge, expertise, or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit together a Proposal.

“Official Point of Contact” means the person who is the main point of contact for the City in regards to this Bid Solicitation.

“Proponent(s)” has the meaning assigned to it in the Purchasing By-law. For greater clarity, this definition includes all parties to a Joint-Venture.

“Preferred Proponent” means the highest-ranked Proponent that the City has identified as the Top-Ranked Proponent in accordance with the Evaluation and Selection Process.

“Proposal” means all information, submitted by the Proponent, as requested by the City in response to a Bid Solicitation.

“Proposal Submission Process” has the meaning assigned to it in Section 2.2 herein.

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“Purchasing By-law” means the purchasing by-law adopted by the City as may be amended from time to time and available at: <https://www.greatersudbury.ca/city-hall/by-laws/by-law-pdfs-en/c-by-law-2014-1/>.

“Rectification Period” a period of up to two (2) Business Days where the Proponent may rectify their Proposal if a deficiency is found.

“Supplier” and “Successful Proponent” means the Preferred Proponent who has entered into a Contract with the City pursuant to this Bid Solicitation; and could be referred to “Consultant”, “Architect”, “Service Provider”, “Contractor”, etc. in the associated Contract.

“Top-Rated Proponent” is defined as the Proponent who has passed Stage 1, 2 and 3 and has the highest score in accordance with the Evaluation and Selection Process identified in Section 3 herein.

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

2. Proposal Submission Process and Requirements

2.1 Proposal Submission Process

Proposal submissions shall be submitted in accordance with instructions contained within this Bid Solicitation Document.

All responses are to be submitted to the City via bids&tenders:

<https://greatersudbury.bidsandtenders.ca/Module/Tenders/en>.

- The Proponent shall follow the steps within bids&tenders when submitting a Proposal.
- Hard copy Proposals will NOT be accepted.
- Late proposals shall not be accepted by bids&tenders or the City.

Proponents must have a bids&tenders vendor account and be registered as a Plan Taker for this Bid Solicitation. This will enable the Proponent to download the Bid Solicitation Documents, to receive Addendum email notifications, download Addenda and to submit their Bid electronically through bids&tenders.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by bids&tenders, **not** when a Proposal is submitted by a Proponent, as Proposal transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Proponents allow sufficient time to upload their Proposal and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and time shall be determined by the bids&tenders web clock.

Bids&tenders will send a confirmation email to the Proponent advising that their Proposal was received successfully. If you do not receive a confirmation email or have bids&tenders system issues, you can:

- visit <https://bidsandtenders.zendesk.com>
- email support@bidsandtenders.ca
- call 1-800-594-4798 (with 2 hour call back)

2.2 Proposal Submission Requirements

The City requires that the Proponent supply the following for its Proposal Submission in bids&tenders.

Note:

- A preview of what is in bids&tenders upon submission is available at the end of this document.
- Bids&tenders may contain additional information and instructions.
- Mandatory submission requirements in bids&tenders will be noted with a red asterisk and Proponents will be unable to move through the Steps in bids&tenders without providing the required information.

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Proponents who submit a Proposal agree to be bound by the instructions, clauses and conditions of this RFP and accept the contract terms and conditions referenced or included in this Bid Solicitation or any Addendum.

bids&tenders Sections (Steps)	Content Details and Instructions
Step 1: Schedule of Prices	<p>This step contains the following Contract Price Forms:</p> <ul style="list-style-type: none"> ✓ Contract Price Form <p>Fill in all required pricing information.</p>
Step 2: Specifications & Questions	<p>This step contains the Proponent Information Form.</p> <p>This step also contains “Questions” required to be answered by the Proponent, including, but not limited to the following:</p> <ol style="list-style-type: none"> 1. Health and Safety Program Acknowledgement 2. Supplier Declaration 3. Service Declaration 4. Minimum Proponent Experience Question 5. Minimum Project Manager Experience Question 6. Mandatory Technical Requirements Question
Step 3: References	<p>This step contains the “Reference Form”. This information will be used for the Reference Verification step of the Evaluation and Selection Process.</p>
Step 4: Documents	<p>This step contains specific upload areas for the following submission requirements required by the Proponent (refer to Section 3 for additional information):</p> <ol style="list-style-type: none"> 1. Technical Proposal Submission 2. Technical Requirements Form 3. Functional Requirements Form 4. Supplier Supporting Documentation 5. Proposed Contract Documents (refer to Section 4.2) 6. Hourly Rates for Additional Services <p>Note: Multiple files can be submitted in a single upload area in a ZIP file or if merged into a single PDF.</p>
Step 5: Addenda, Terms & Conditions (“Declaration”)	<p>This step contains a declaration that the Proponents will be required to review and authorize. If applicable, Proponents will also be required to acknowledge any Addenda.</p>

2.3 Joint Venture

If a Proponent is a Joint Venture, it shall ensure to the satisfaction of the City that:

- a) the information submitted on the Proponent Information Form referred to in Section 2.2 clearly states that the Proposal is submitted as a Joint Venture, the name of the Joint Venture (if applicable), and the name of each party representative(s)/officers to the Joint Venture;
- b) the Proposal clearly identifies the roles and responsibilities for all parties to the Joint Venture;
- c) all parties to the Joint Venture are listed as insureds for the purposes of bonding and insurance coverage requirements under the Contract; and
- d) the Proposal is either signed by all parties to the Joint Venture, or a statement shall be provided to the effect that the signatory on the Proposal represents all parties to the Joint Venture.

The City may, at any time, require each party to the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Proposal or the resulting agreements.

PREVIEW

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WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

3. Evaluation and Selection Process

3.1 Evaluation and Selection Process Overview

The evaluation of the Proponent and their Proposal will be conducted in stages as described within this section. The Proponent/Proposal must meet the requirements of each phase of the evaluation process to proceed to the next phase.

Where the evaluation method is “pass/fail”, the Proponent/Proposal based on whether they meet the minimum, mandatory requirements specified. Proponent/Proposal that do not meet these requirements are automatically rejected. Where the evaluation method is “point-based scoring”, the Proposals are evaluated based on specific criteria, and scores are assigned to each criterion based on the evaluation methodology specified. Each criterion is assigned a weight based on its importance (note: point-based scoring may contain minimum score requirements to move onto the next stage).

Stage		Evaluation Method
1	Proponent Eligibility	Pass/Fail
2	Mandatory Submission Requirements	Pass/Fail
3	Mandatory Technical Requirements	Pass/Fail
4	Technical Evaluation	Point-Based Scoring (refer to Section 3.2.4)
5	Presentations/Demonstrations (Optional)	Revaluation of Stage 4, if applicable
6	Financial Evaluation and Tabulation of Final Scores	Point-Based Scoring (refer to Section 3.2.5)
7	Reference Verification	Pass/Fail

Evaluation Team:

Where the evaluation method is pass/fail, the Official Point of Contact will evaluate and may involve subject matter experts or appoint a team (“Evaluation Team”) to evaluate, where required. Where the evaluation method is scored criteria, the City will appoint an Evaluation Team to evaluate. The City shall determine, in its sole discretion, the subject matter experts and the membership of the Evaluation Team, which may include external consultants and advisors to the City.

Proposal Clarification:

When evaluating the Proponent/Proposal, the City may:

- request clarification or further information contained within its Proposal from the Proponent; and/or
- verify information provided with a Proposal from third-parties.

The City may revisit, re-evaluate and rescore the Proponent and/or their Proposal on the basis of any such information.

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3.2 Evaluation and Selection Process**3.2.1 Stage 1 –Proponent Eligibility**

This stage will consist of a review by the Official Point of Contact to determine if the Proponent (Joint Venture, if applicable) is eligible to participate in the City's Bid Solicitations. Proponents must meet the following eligibility requirements:

Proponent Eligibility Requirement	Submission Requirement(s)/Instruction(s)
General Eligibility Requirements The Proponent must be eligible to participate in the City's Bid Solicitation. Refer to the requirements stated in Section 37 of the Purchasing By-law.	Not applicable. The Official Point of Contact will review.
Canadian Supplier The Proponent must be a Canadian Supplier (refer to the definition in Section 1.2).	The Proponent is to declare compliance and provided supporting documentation to substantiate proof as follows: <ol style="list-style-type: none"> 1. Provide a declaration by answering the <u>Supplier Declaration</u> question within bids&tenders (refer Section 2.2, Step 2). 2. Provide supporting documentation in bids&tenders, such as business registration documents, GST/HST registration documents, CRA Business Number, signed affidavit (refer Section 2.2, Step 4).
Conflict of Interest The Proponent must not have any Conflict of Interests (refer to Section 5.1.9).	Not applicable. The Official Point of Contact will review.

Proponent that are do not meet one or more of the above eligibility requirements will be deemed ineligible and will be disqualified from the Evaluation Process and not move to the next stage.

3.2.2 Stage 2 - Mandatory Submission Requirements

This stage will consist of a review by the Official Point of Contact to determine if the Proponent's Proposal contain all required mandatory submission requirements noted as mandatory within bids&tenders and summarized in Section 2.2.

Proposal Rectification:

If the Proposal fails to satisfy any of the mandatory submission requirements, the City may issue the Proponent a rectification notice identifying the deficiency(ies) and provide the Proponent an opportunity to rectify the deficiency(ies) within two (2) Business Days (the "Rectification Period"). If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period,

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the Proponent will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the Proponent.

Note: Schedule “B” of the City’s Purchasing By-Law does not apply for the purpose administering irregularities contained in a Proposal.

3.2.3 Stage 3 - Mandatory Technical Requirements

This stage will consist of a review by the Evaluation Team to determine if the Proponent’s Proposal meets all mandatory technical requirements listed below. The Proponent’s Proposal will be evaluated based on all information provided by the Proponent. The City reserves the right to contact Proponents to verify and collect additional information to confirm conformance.

Mandatory Technical Requirement	Submission Requirement(s)/Instruction(s)
Canadian Service Services provided under this Contract must be deemed a Canadian Service. Refer to definition in Section 1.2.	The Proponent is to declare compliance within bids&tenders (refer Section 2.2, Step 2 - Service Declaration). Preferred Proponent will be required to provide supporting documentation to substantiate proof of compliance prior to Contract Award (refer to Section 4.3).
Minimum Proponent Experience The Proponent must have a minimum of three (3) years’ experience with projects of similar size and scope.	The Proponent is to declare compliance by answering the question in bids&tenders (refer to Section 2.2, Step 2).
Minimum Project Manager Experience The Project Manager must have a minimum of two (2) years’ experience managing projects of a similar size and scope.	The Proponent is to declare compliance by answering the question in bids&tenders (refer to Section 2.2, Step 2).
Mandatory Technical Requirements The Proponent must meet all mandatory requirements outlined in the Technical and Functional Requirements Forms.	The Proponent is to complete the Technical Requirements Form in its entirety and confirm compliance with the requirements.

3.2.4 Stage 4 –Technical Evaluation

This stage will consist of the scoring by the Evaluation Team of each Proposal, based on the Technical Evaluation Criteria and the Technical Evaluation Methodology.

Minimum Score Requirement:

To meet the requirements of this stage, a Proponent must achieve a minimum score of 70%, in each criterion, to move to the next stage. Please note that of the Proponents who meet the required minimum score, only the three (3) highest scoring Proponents may be invited to Stage 5 – Presentations/Demonstrations, if the evaluation committee determines that this stage is required.

Technical Proposal Submission Format:

Refer to the Submission Requirement(s)/Instruction(s) below. The Proponent should clearly indicate, in its Proposal, the name of each technical evaluation criterion and under each technical evaluation criterion, the Proponent should provide details in response to each submission requirement(s) identified in the technical evaluation criterion. If information in response to a submission requirement is found in another area of the submission, please detail where the information can be found.

Evaluation Team must evaluate based on the information provided by the Proponent in its Proposal. To ensure an optimal score, Proponents should assume that the Evaluation Team has no prior knowledge of their company, experience, qualifications, etc.

The Proponent's Proposal should:

- ✓ Be clear and concise but include sufficient detailed information that addresses each technical evaluation criterion.
- ✓ Have a maximum of 15 pages, exclusive of the cover page, table of contents, functional requirements form, technical requirements form and appendices.
- ✓ Have an accessible font style and size (i.e. Arial, 12 pt) and page layouts are easy to view.
- ✓ Be written in a manner that complies with the AODA Accessible Writing Style:
<https://www.aoda.ca/accessible-writing-style/>.
- ✓ Not use artificial intelligence.

Technical Evaluation Methodology:

Points will be allocated as follows:

Rating (% of Points Available)	Description
100	Excellent - Meets or exceeds the City's business requirement by addressing all requirements within the Evaluation Criteria fully and completely. Required capability is available and aligned with the needs of the City. Quantitative values provided where required and value exceeds minimum requirements.

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Rating (% of Points Available)	Description
80	Good - Substantially meets, without reasonable doubt, the City's business requirement by addressing requirements within the Evaluation Criteria. Quantitative values provided where required and value exceeds minimum requirements.
60	Satisfactory - Meets only the basic requirements of the City, where required, quantitative values provided and value meets minimum requirements.
40	Fair – Falls short of meeting the basic requirement of the City. Quantitative values provided where required and value does not meet minimum requirements.
20	Poor – Minimal relevant response. Quantitative values provided where required and value significantly below minimum requirements.
0	Non-Relevant - No relevant response or simple statement of compliance with no substantiation. Quantitative values are not provided where required.

Technical Evaluation Criteria:

Technical Evaluation Criteria	Submission Requirement(s)/Instruction(s): Proponents must submit the required information in the upload area (refer to Section 2.2, Step 4).	Points Available
Experience and Qualifications		
Proponent and Project Team Experience The Proponent and Project Team should demonstrate experience providing public library website design and content management systems.	Proponent Experience The Proponent should provide a corporate profile, mission, vision and values and an overview of capabilities and services. The Proponent must have a minimum of three (3) years' experience with projects of similar size and scope. Refer to 3.2.3 – Mandatory Technical Requirements. The Proponent should detail its experience with projects of similar size and scope. The Proponent should provide three (3) Canadian library projects similar in size to the City. The projects should have been delivered within the past five (5) years. The Proponent should provide references for these three (3) projects on the Reference Form in bids&tenders. Project Team Experience The Proponent should detail the roles and responsibilities of all members of the project team ("Project Team Member") who will be responsible for providing Deliverables	5

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	<p>to the City. Include a curriculum vitae for each Project Team Member.</p> <p>Project Manager: The Project Manager must have a minimum of two (2) years' experience managing projects of a similar size and scope. Refer to 3.2.3 – Mandatory Technical Requirements. The Proponent should detail the experience of the Project Manager.</p>	
Proposed Functional and Technical Requirements		
<p>Proposed Software Functional Requirements</p> <p>The Proponent should demonstrate the ability to satisfy mandatory functional requirements and meet desired functional requirements.</p>	<p>The Proponent should demonstrate compliance with desired functional requirements.</p> <p>The Proponent should complete the following form ensuring that all required information is clearly provided:</p> <ul style="list-style-type: none"> Proposed Software Functional Requirements Form 	35
<p>Proposed Software Technical Requirements</p> <p>The Proponent should demonstrate how technical requirements will be met.</p>	<p>The Proponent should complete the following form ensuring that all required information is clearly provided:</p> <ul style="list-style-type: none"> Proposed Software Technical Requirements <p>The City reserves the right to disqualify any Proponent that introduces significant risk to the City or does not meet our expectations in any of the above listed areas.</p>	10
Service Proposal		
<p>Implementation Approach, Methodology and Plan</p> <p>The Proponent should provide an implementation plan that will meet the required to provide Deliverables and meet timelines/schedule.</p>	<p>The Proponent should provide a detailed overview of the implementation approach and methodology. The Proponent should provide a detailed implementation plan that includes:</p> <ul style="list-style-type: none"> all required proponent and City resources required, tasks and timelines in a time/task matrix. <p>The Proponent should clearly identify how the implementation plan will meet the timelines/schedule identified in Terms of Reference. The Proponent should provide a time/task matrix.</p> <p>The Proponent should detail risk mitigation strategies and contingency planning.</p>	10

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Training (Pre-go live) The Proponent should be capable of providing training to support the implementation of the website and content management system.	The Proponent should detail the proposed method for delivering the training and should detail all training material provided. The Proponent will specify a detailed training strategy (including training methods and materials), recommended training days, and pricing for the post implementation. Costs for additional training (if applicable) should be identified. Any additional costs such as out-of-pocket expenses, per diems, travel time, etc. should be identified.	5
Post Implementation Support The Proponent should be capable of supporting the City after implementation (Go live and beyond).	The Proponent should detail the support provided to the City during the following periods: <ul style="list-style-type: none"> - Go Live - Post Go Live - First Year - Ongoing 	5
Total Possible Points		70

3.2.5 Stage 5 – Presentations/Demonstration (Optional)

If required, this stage will consist of demonstrating the Proposed Software to the Evaluation Team and Official Point of Contact.

The City will identify the required Proponent attendees, and it will include Key Leads, and provide other instructions to the selected Proponent(s) in advance of the presentation. It is the aim to provide the selected Proponents with these instructions and details approximately one week prior to the proposed presentation date, in order to allow the selected Proponents adequate time to prepare and to ensure their Key Leads are available to attend. The presentation will be virtual through Microsoft Teams.

The primary purpose of the presentation is to demonstrate how the mandatory functional requirements can be met.

The Evaluation Team will have the opportunity to re-assess their scoring of the Evaluation Criteria in Stage 4, based on clarifications provided by the Proponent during their Presentation.

3.2.6 Stage 6 –Financial Evaluation and Tabulation of Final Scores

This stage will consist of the scoring the Proponent's Financial Proposal as detailed below. In addition, this stage will consist of the Official Point of Contact tabulating Proponent(s) Technical and Financial Evaluation Scores to determine final scores. The Proponent(s) with the highest combined score will be deemed the Top-Rated Proponent and move onto the next stage of the Evaluation and Selection Process. In the event of a tie score, the References of tied Proponents will be verified as per the following stage and if the score remains tied, the procedures within Section 30 of the City's Purchasing By-Law will be followed.

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Financial Evaluation Submission Format:

Refer to the Submission Requirement(s)/Instruction(s) below.

Financial Evaluation Methodology:

Each Proponent will receive a percentage of the total possible points allocated to Contract Price for the Deliverables equal to dividing the lowest Contract Price for the Deliverables by that Proponent's Contract Price for the Deliverables.

Financial Evaluation Criteria	Submission Requirement(s)/Instruction(s): Proponents must submit the required information in the upload area (refer to Section 2.2, Step 4).	Points Available
Contract Price for Deliverables	<p>Refer to the bids&tenders Contract Price forms (also located at the end of the Bid Solicitation).</p> <p>Contract Price Form</p> <p>The Proponent shall provide a lump sum price to provide, implement, configure, migrate existing data, and provide training for a Public Library website design and content management system to replace the City's current on-premises software, as per the requirements of this Bid Solicitation Document. The Proponent shall also provide annual ongoing software and maintenance fees for five (5) years. ("Contract Price").</p> <p>Hourly Rates for Additional Services, if required</p> <p>The Proponent shall provide an hourly rate for additional support services. If the Proponent offers annual support hour packages, they shall provide the annual pricing and amount of support hours included for each package. The requested information should be provided in the Hourly Rates for Additional Services upload area on bids&tenders. The hourly rates for additional services, if required, will not form part of the Contract Price.</p> <p>Amounts All Inclusive:</p> <p>Unless otherwise stated herein, the Contract Price(s) submitted by the Proponent shall be in full compensation for all items, including but not limited to FOB delivery, labour, equipment, materials, mobilization, demobilization, insurance, tipping fees, tariffs, income taxes, overhead and profit and permit costs, excepting only applicable taxes which shall be identified separately. Any items omitted there from which are clearly necessary for the completion of the Deliverables shall be considered part</p>	30

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	of the Deliverables and included in the Contract Price in the Proposal Submission, notwithstanding that it may not be directly specified in the Bid Solicitation Documents.	
Total Possible Points		30

3.2.7 Stage 7 – Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Top-Rated Proponent(s) in the References Form as the Evaluation Team may deem appropriate and such references may be conducted via email, telephone, and/or in-person, as the Evaluation Team may determine in its sole discretion.

References will be assessed on a pass/fail basis as to their satisfaction with the previous work/services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

The City will review past performance on City contracts if not included in the above projects and references (if applicable).

The City reserves the right to forego this stage of the Evaluation and Selection Process if the City has previously contracted with the Top-Rated Proponent and has had positive results.

If the Top-Rated Proponent does not pass this stage, the Top-Rated Proponent will be disqualified and the Evaluation Team will move onto the next Top-Rated Proponent from the previous stage, and so on.

After the references have been successfully verified, the City will notify the Top-Rated Proponent of its position as the Preferred Proponent and may elect to move forward with the Contract Award Process.

4. Contract Award Process

4.1 Award

The City reserves the right in its sole discretion to award the Bid Solicitation in whole or in part. The award of this Bid Solicitation is conditional upon:

- a) the allocation of sufficient funds by the Council for the City of Greater Sudbury;
- b) receipt of the documentation stipulated in section 4.3 of the Bid Solicitation; and
- c) any federal, provincial, or municipal regulatory approvals.

4.2 Contract

The “Contract Documents” are to be proposed by the Proponent and be included in its Proposal Submission. The Contracts will be negotiated as per Section 4.3. Proposed Contract Documents could consist of the following:

- a) Service Agreement for the design and implementation phase of the Deliverables; and
- b) Licensing, Hosting, Maintenance and Support Agreements for ongoing services required for the Deliverables.

4.3 Contract Negotiation and Entering the Contract

Following the City’s notification to the Preferred Proponent that it has been selected to enter negotiations with the City, the City will make arrangements to commence negotiations of the City with the Preferred Proponent.

The City intends to conclude the negotiations and enter into the Contract with the Preferred Proponent within ten (10) Business Days from the date on which the City notifies the Preferred Proponent (“Notification Period”).

The Preferred Proponent should be prepared to provide requested information to the City in a timely fashion and to conduct its negotiations expeditiously.

The Preferred Proponent is required to provide the following documentation prior to conclusion of the Notification Period:

- Proof of compliance with Procurement Policy – Putting Canada First for Services being provided. Preferred Proponent is to provide:
 - A written statement identifying which country the person(s) who will be providing the Service are based out of (**do not include personal information such as names, addresses, only a list naming positions and country**); and
 - A breakdown of costs for the Service to ensure that the minimum percent is in conformance with the requirements of the Policy, as stated in the definitions.
- Insurance Certificate(s) in amounts and coverage as specified in the Contract.
- Workplace Safety and Insurance Certificate of Clearance (WSIB).

- EFT forms and documents.

If the City determines that it is unable to enter into the Contract with the Preferred Proponent within the Notification Period, the City may, in its sole discretion, discontinue the negotiations with the Preferred Proponent and exercise its rights under Section 5.2.2 and 5.2.3 - Rights of the City.

The Preferred Proponent acknowledges that the commencement of any discussions in respect of the Contract does not create any contractual obligations between the City and the Preferred Proponent. For certainty, the City makes no commitment of any kind to the Preferred Proponent until the Contract has been entered and there shall not be a binding contract until City and the Preferred Proponent have executed the Contract.

Where a Preferred Proponent is a Joint Venture:

- (a) the Contract may be executed either by all parties to the Joint Venture or a statement shall be provided to the effect that the signatory represents all parties to the Joint Venture; and
- (b) all parties to the Joint Venture will be jointly and severally liable for the performance and delivery of the Contract.

The City may require the Contract to be entered by the Proponent in the name(s) in which the Proposal was submitted. In the event of a difference between the name(s) of the Proponent under its Proposal and the name(s) under which it is proposed to enter the Contract, the City may disqualify the Proposal or treat the Proponent as refusing to enter into the Contract as awarded, or may, but shall not be obliged to, require that the Proponent provide evidence that the party proposing to enter into the Contract is one and the same person as the Proponent.

5. Bid Solicitation Procedures, Terms and Conditions

5.1 Bid Solicitation Procedures

5.1.1 Information

- a) Company to Review - Every company should carefully review the Bid Solicitation to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the Bid Solicitation. Every company is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- b) Company to Notify - In the event that company has any reason to believe that any of the conditions listed in Section 5.1.1 (a) (Company to Review) exist; the company must notify the City through bids&tenders, prior to submitting a Proposal. The Official Point of Contact will then clarify for the benefit of all companies, if required.

Proponents shall not:

- after submission of a Proposal, claim that there was any misunderstanding or that any of the conditions set out in Section 5.1.1 were present with respect to the Bid Solicitation; or
- claim that the City is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the Bid Solicitation.

5.1.2 Clarifications and Questions

The following apply regarding any request for clarifications and questions of any aspect of the Bid Solicitation:

- Companies must submit requests for clarification through bids&tenders.
- Where a question relates to a specific section of this Bid Solicitation, reference should be made to the specific section number and page.
- Requests for clarification must be submitted by the date indicated in on the Bid Solicitation cover page, or as amended.

The City may provide Proponents with responses to questions that are submitted in accordance with the above, subject to the provisions of this Section. Questions and answers may be distributed in numbered Addenda to all Proponents by posting such Addenda on bids&tenders or by sending a private response(s) to the company who submitted the question(s) by email from bids&tenders. In answering a Proponent's question(s), the City will set out the question(s), but without identifying the Proponent that submitted the question(s) and the City may, in its sole discretion,

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate, and
- answer similar questions from various Proponents only once.

Any answer that is intended to result in any change to any aspect of the Bid Solicitation will be formally evidenced through the issue of a separate Addendum for this purpose.

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5.1.3 Addenda/Changes to the Bid Solicitation Documents

1. The City may, in its sole discretion, amend or supplement the Bid Solicitation Documents prior to the Closing Date and Time. The City will issue changes to the Bid Solicitation Documents by Addenda distributed in bids&tenders. No other statement, whether verbal or written, made by the City or the City Consultant(s), including, for clarity, the Official Point of Contact, or any other person, will amend the Bid Solicitation Documents.
2. The Proponent is solely responsible to ensure that it has received all Addenda issued by the City.
3. Proponents shall acknowledge receipt of any Addenda when submitting their Proposal through bids&tenders. Proponents shall check a box for each Addendum and any applicable attachments that have been issued before a Proponent may submit their Proposal.
4. Addenda will be issued through bids&tenders at least five (5) Business Days prior to the Closing Date and Time. The approximate final date that the City will issue an Addendum is set out on the Bid Solicitation cover page; however, the City may issue other Addenda at any time.
5. In the event an Addendum is issued within five (5) Business Days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Proponent to have received and acknowledged all Addenda that have been issued. Proponents should check online at greatersudbury.bidsandtenders.ca prior to submitting their Bid and up until the Closing Date and Time in the event additional Addenda are issued. The City encourages Proponents **not** to submit their Bid **prior to** five (5) Business Days before the Closing Date and Time if additional Addenda are issued. If a Proponent submits their Bid prior to this or at any time prior to the Closing Date and Time and an Addendum is issued by the City, bids&tenders shall **WITHDRAW** the Bid Submission and change the Bid Submission to an **INCOMPLETE STATUS (NOT accepted by the City of Greater Sudbury)** and the withdrawn Bid Submission can be viewed by the Proponent in the **"MY BIDS"** section of bids&tenders. The Proponent is solely responsible to:
 - a) make any required adjustments to their Bid; and
 - b) acknowledge the Addendum/Addenda; and
 - c) ensure the re-submitted Bid is **RECEIVED** by bids&tenders no later the Closing Date and Time.

5.1.4 Withdrawal/Revision of Bids

Proponents may revise or withdraw their Bid **prior to** the Closing Date and Time. However, the Proponent is solely responsible to:

- a) make any required adjustments to their Bid; and
- b) acknowledge the Addendum/Addenda; and
- c) Ensure the re-submitted Bid is **RECEIVED** by bids&tenders by the Closing Date and Time.

5.1.5 Errors and Omissions

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

5.1.6 Insurance and Workplace Safety during the Bid Solicitation Process

If, during the Bid Solicitation Process, a Proponent attends a site visit or meeting contemplated in the Bid Solicitation Documents, such Proponent represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by governing law to attend such site visits and/or meetings.

5.1.7 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price and financial considerations constitute an element of the Evaluation and Selection Process, several other considerations are to be considered in evaluating the Proposal, as is set out in Section 3 (Evaluation and Selection Process).

5.1.8 Award Notification

If applicable and once the Contract has been executed with the Preferred Proponent(s), a notice of award will be posted within 72 calendar days on bids&tenders.

5.1.9 Conflict of Interest

1. For the purposes of the Bid Solicitation Process, "**Conflict of Interest**" includes any situation or circumstance where a Proponent or any of its consultant(s), or any of the employees of a Proponent or Proponent's consultant(s) engaged in the development or oversight of development of the Proponent's Bid (including for such employees in their personal capacities):
 - (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the City or City Consultant(s); or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract if that Proponent was determined to be the Successful Proponent under the Bid Solicitation Process;
 - (b) has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the Bid Solicitation Process; or

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- (c) has knowledge of confidential information that,
- (i) has been made available to the Proponent or any of its consultant(s) by the City;
 - (ii) is not available to other Proponents and that could be seen to give the Proponent an unfair competitive advantage.

2. If a Proponent believes that a Proponent or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Proposal may have a perceived, potential or actual Conflict of Interest prior to the submission of a Proposal, then that Proponent is required to notify the Official Point of Contact at least five (5) Business Days prior to the Closing Date and Time, by email, a statement that details the perceived, potential or actual Conflict of Interest and contact information of the Proponent, so the Official Point of Contact may follow-up. The email and resulting communications will be used by the City in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Proponent or any employee or consultant of the City in respect to providing Deliverables. For clarity, all Proponents are also required to acknowledge that they have reviewed this section in the Declaration section of the Bid Submission Process within bids&tenders.

Following submission of its Proposal, if a Proponent discovers any perceived, potential or actual Conflict of Interest, the Proponent must promptly disclose such Conflict of Interest to the Official Point of Contact.

3. At the request of the City the Proponent will provide the City with the Proponent's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The Proponent will submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
4. The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the City in its sole discretion. The City may, in its sole discretion,
- (a) exclude any Proponent or Proponent consultant on the grounds of Conflict of Interest;
 - (b) require the Proponent or a Proponent's consultant to substitute a new person for the person giving rise to the Conflict of Interest; and/or
 - (c) waive any and all perceived, potential or actual Conflicts of Interest of Proponent or any of their respective consultant, upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.
5. Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the Bid Solicitation Process, the City may, in its sole discretion,

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- (a) impose at any time on all Proponents additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Proponent; and
- (b) require that any or all Proponents at any time during the Bid Solicitation Process provide the City with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Proponent with such policies, processes and controls.

5.1.10 Procurement Process Non-Binding

1. No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

2. No Contract until Execution of Written Contract

This RFP process is intended to identify prospective Proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any Deliverables will be created between the Proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such Deliverables.

3. Non-Binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into a Contract for the Deliverables.

5.2 Bid Solicitation Terms and Conditions

5.2.1 Confidentiality

1. Confidential Information of the City - All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this Bid Solicitation or the acceptance of any Proposal,
 - a) remains the property of the City and shall be removed from the City's premises only with the prior written consent of the City;
 - b) must be treated as confidential and shall not be disclosed except with the prior written consent of the City;
 - c) must not be used for any purpose other than for replying to this Bid Solicitation and for the fulfillment of any related subsequent contract; and
 - d) must be returned upon request by the City.

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2. Confidential Information of the Proponent - Except as provided otherwise in this Bid Solicitation, or as may be required by governing law, the City shall treat the Proponent's Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the City.
3. Personal Information
 - a) The Proponent should not submit as part of its Bid any information related to experience of persons who will be assigned to provide Deliverables unless specifically requested. Should the City subsequently request such information from the Preferred Proponent during the process to finalize any Contract that may be awarded from this Bid Solicitation, the City will treat this information in accordance with the provisions of this Section.
 - b) Any personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") that is requested from each Proponent by the City shall only be used to select the qualified individuals to provide Deliverables.
 - c) It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the City. The City will consider that the appropriate consents have been obtained for the disclosure to and use by the City of the requested information for the purposes described.
 - d) Personal information collected in relation to Proposals submitted to the City of Greater Sudbury is collected pursuant to Section 10 of the *Municipal Act, 2001*, and Section 31 of the *Municipal Freedom of Information and Protection of Privacy Act* and shall only be used to evaluate a Proposal within the procurement process. Such personal information shall be retained in accordance with the City of Greater Sudbury's Records Retention By-law (By-law 2015-226) and shall only be disclosed in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. Questions regarding the collection of this information may be directed to the Chief Procurement Officer, City of Greater Sudbury, PO Box 5000, Stn A, 200 Brady Street, Sudbury, Ontario, P3A 5P3, purchasing@greatersudbury.ca, or by calling 3-1-1.
4. Non-Disclosure Agreement

The City reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the City.

5.2.2 Rights of the City – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:

- a) make public the names of any or all Proponents;
- b) waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant and in accordance with Schedule "B" of the City's purchasing By-law. Where the City exercises its right to waive herein it may accept the Proposal as submitted or may require the Proponent to correct such issue if there shall be no change in the Contract Price.

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- c) request written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal;
- d) verify with any Proponent or with a third party any information set out in a Proposal;
- e) check references other than those provided by the Proponent;
- f) disqualify a Proposal where the Proponent reveals a Conflict of Interest in its Proposal or a Conflict of Interest or evidence is brought to the attention of the City;
- g) make changes, including substantial changes, to this Bid Solicitation provided that those changes are issued in the manner set out in this Bid Solicitation;
- h) accept or reject a Proposal if only one Proposal is submitted;
- i) select any Proponent other than the Proponent whose Contract Price reflects the lowest cost to the City;
- j) cancel this Bid Solicitation at any stage and issue a new Bid Solicitation for the same or similar requirements, including where:
 - the City determines it would be in the best interest of the City not to award a Contract;
 - the Contract Price exceed the prices received by the City for goods or services previously acquired of a similar nature;
 - the Contract Price exceed the costs the City would incur by providing the Deliverable, or most of the Deliverables, with its own resources;
 - the Contract Price exceed the funds available for the Deliverables; or
 - the funding for the acquisition of the proposed Deliverables has been revoked, modified, or has not been approved.

Where the City cancels this Bid Solicitation, the City may do so without providing reasons for any such cancellation, and the City may thereafter issue a new Bid Solicitation, Single Source or do nothing; and/or

- k) reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the City or is otherwise engaged in a dispute with the City.

By submitting a Proposal, the Proponent authorizes the collection by the City of the information identified in this Bid Solicitation, which the City may request from any third party.

5.2.3 Rights of the City – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Contract within the stated number of Business Days in Section 4.2 from being notified of its position as the Preferred Proponent, the City may, in its sole discretion:

- a) extend the period for negotiation of the Contract, provided that if substantial progress towards executing the Contract is not achieved within a reasonable period of time from such extension, the City may, in its sole discretion, terminate the discussions;
- b) exclude the Preferred Proponent' Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to negotiate with all Proponents; and
- c) exercise any other applicable right set out in this Bid Solicitation, including but not limited to, cancelling the Bid Solicitation or issuing a new Bid Solicitation for the same or similar Deliverables.

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The City may also cancel this Bid Solicitation in the event the Preferred Proponent fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this Bid Solicitation.

5.2.4 Disqualification of Proponents

A Proponent may be excluded from eligibility to submit or a submitted Proposal may be summarily rejected, where the Chief Administrative Officer, the Chief Procurement Officer and the applicable Executive Leadership Team Member agree, in consultation with the City Solicitor, in their absolute sole discretion that one of the following circumstances has occurred:

- (a) the Proponent is or has been involved in Litigation with the City, its elected officials, officers or employees;
- (b) the Proponent has failed to pay an amount owed to the City when due and owing;
- (c) there is documented evidence of poor performance and/or non-performance;
- (d) the Proponent has withdrawn its Proposal on a previous Bid Solicitation after Proposals have been opened by the City;
- (e) the Proponent is in breach of the Purchasing By-law;
- (f) the Proponent has been determined to be in non-compliance with the terms of the City's Fair Wage Policy as adopted pursuant to By-law 2007-298 or as amended;
- (g) the Proponent or its personnel have demonstrated abusive behaviour or threatening conduct towards City employees, their agents or representatives;
- (h) the Proponent has been convicted of a criminal offence including but not limited to fraud or theft;
- (i) the Proponent has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, City Employees or the general public;
- (j) the Proponent is bankrupt or insolvent;
- (k) the Proponent has made a false declaration(s); or,
- (l) the Proponent has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

For the purposes of this section, the Proponent shall be deemed to include any related entity and any partner, principal, director or officer of such Proponent as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).

5.2.5 Proponent's Costs

The Proponent will bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in the Bid Solicitation Process. In no event will the City be liable to pay any costs or expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the Bid Solicitation Process.

5.2.6 Background Studies and Information

Background studies and information such as soils reports or environmental studies are prepared for design purposes, and when provided to the Proponent, are for information purposes only. Proponents shall rely on their own investigation and interpretation of this information and draw their own conclusions as to how this will affect their bidding and construction techniques.

5.2.7 Limit on Liability

The Proponent agrees that, if the City is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the City for any matter or relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Proponent's cost of preparing its Proposal.

5.2.8 Debriefing

Unsuccessful Proponents may, within sixty (60) calendar days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the Official Point of Contact for a debriefing and the City shall arrange a debriefing meeting to discuss the details of the Proponent's Submission.

The City will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Proponent's Proposal, why it was unsuccessful, and the relative advantages of the Successful Proponent's Proposal. The debriefing is not for the purpose of challenging the procurement process.

Where a Proponent is dissatisfied after the debriefing meeting, he or she may, within ten (10) Business Days of the date of the debriefing meeting, file a formal written complaint to the City's Chief Procurement Officer, or designate, which complaint shall be investigated, and a written response provided within sixty (60) Business Days of receipt of the formal written complaint.

5.2.9 Bid Dispute Procedure

With respect to any disputes that may arise in connection with this Bid Solicitation Process, Proponents are to refer to the Complaint Process at section 32 of the Purchasing By-Law.

5.2.10 Application of MFIPPA

By submitting a Proposal, the Proponent agrees that any and all information contained in its Proposal will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commission has held that unit pricing, quantities and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the City reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Proponent, in submitting its Proposal, hereby consents to such disclosure.

5.2.11 Media Releases, Public Disclosures and Public Announcements

1. Proponents are prohibited from, and will ensure that their consultant(s) are prohibited from, issuing or disseminating any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the Bid Solicitation Process, the Bid Solicitation Documents or the Deliverables or any matters related thereto, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

Public Library Website Design and Content Management System

2. Neither the Proponent nor any of its respective consultant(s), will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Proponent or Proposal or to promote publicly or advertise their own qualifications, interest in or participation in the Bid Solicitation Process without the City's prior written consent, which consent may be withheld in the City's sole discretion.
3. For the purpose of greater clarity, the section above does not prohibit disclosures necessary to permit the Proponent to discuss the Deliverables with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation with respect to the Deliverables.

5.2.12 Currency

All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

5.2.13 Entire Bid Solicitation

The Bid Solicitation Documents, Addenda and all Attachment/Schedules/Appendices form an integral part of this Bid Solicitation.

5.2.14 Governing Law

The Bid Solicitation, the Proponent's Proposal, and any resulting Contract shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.2.15 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared separately and independently, without conspiracy, collusion or fraud. For more information on this topic, Proponents may wish to visit the Department of Justice website.

5.2.16 Language

Proposal Submissions are required to be submitted in English only.

L01-190-25 - Request for Proposal (RFP) for a Public Library Website Design and Content Management System

Opening Date: October 14, 2025 2:00 PM

Closing Date: November 4, 2025 1:30 PM

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

Schedule of Prices

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Contract Price Form

Proponents shall complete the following schedule ensuring that all prices entered are accurate. Please refer to Section 3 of the Bid Solicitation Document for additional information regarding the Contract Price.

Description of Deliverables	Contract Price *
Contract Price for Public Library Website Design and Content Management System (refer to Section 3.2.6)	
Contract Price for Year 1 Annual Software and Maintenance Fees	
Contract Price for Year 2 Annual Software and Maintenance Fees	
Contract Price for Year 3 Annual Software and Maintenance Fees	
Contract Price for Year 4 Annual Software and Maintenance Fees	
Contract Price for Year 5 Annual Software and Maintenance Fees	
Subtotal:	

Summary Table

Bid Form	Amount
Contract Price Form	
Subtotal Contract Amount:	

Bid Questions

1. Health and Safety Program Acknowledgement: The Proponent acknowledges that they have a Health and Safety Management System (HSMS) that complies with all aspects of the Ontario Occupational Health and Safety Act (OHSA), applicable legislation and requirements specific to the industry in which they operate. Confirm compliance by stating "Yes" in the space provided.

2. Supplier Declaration: I declare that I am a Canadian Supplier (or Non-US Supplier, if allowed), as defined in Section 1.2 and Section 3.2.1 Stage 1 – Proponent Eligibility of the Bid Solicitation. Upload pertinent document(s) containing the address, as per Section 2.2. Step 4 – Documents, Supplier Supporting Documentation.

3. Service Declaration: I declare that the Services to be provided meet the requirements stated in Section 1.2 and Section 3.2.3 Stage 3 – Mandatory Technical Requirements of the Bid Solicitation. Confirm compliance by stating "Yes" in the space provided. Note that proof of compliance will be requested by the Preferred Proponent only (refer to Section 4.3).

4. Minimum Proponent Experience: The Proponent must have a minimum of three (3) years' experience with projects of similar size and scope. Confirm compliance by stating "Yes" in the space provided.

5. Minimum Project Manager Experience: The Project Manager must have a minimum of two (2) years' experience managing projects of a similar size and scope. Confirm compliance by stating "Yes" in the space provided.

6. Mandatory Technical Requirements: The Proponent must meet all mandatory requirements outlined in the Technical and Functional Requirements Forms. Confirm compliance by stating "Yes" in the space provided.

Specifications

Proponent Information Form

Line Item	Required Information	Response *
1	Proponent's registered legal business name and any other name under which it carries on business.	
2	Proponent's address, telephone and facsimile numbers.	
3	Name, address, telephone and facsimile numbers, and email address of the contact person(s) for the Proponent.	
4	Name of the person who is primarily responsible for the Proposal.	
5	Contact information, including email address, of the person who will be responsible for the administration of the Contract. This person should have an account with bids&tenders in order to receive notifications and access/update documents.	
6	Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity. Indicate and provide additional details, if necessary.	
7	Name(s) of the proprietor, where the Proponent is a sole proprietor, each of the directors and officers where the Proponent is a corporation, each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture, whichever applies.	
8	Indicate HST registration number.	

Reference Form

Provide three (3) references for the projects requested in Section 3.2.4 - Proponent and Project Team Experience. The references indicated on the Reference form must match the projects indicated in the section referenced, above.

Line Item	Reference No.	Project Name *	Client Name *	Email Address	Contact Phone Number
1	Proponent Experience - Reference No. 1				
2	Proponent Experience - Reference No. 2				
3	Proponent Experience - Reference No. 3				

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City of Greater Sudbury. If the attached file(s) cannot be opened or viewed, your RFx submission may be rejected.

- 1. Technical Proposal Submission * (mandatory)
- 2. Technical Requirements Form * (mandatory)
- 3. Functional Requirements Form * (mandatory)
- 4. Supplier Supporting Documentation * (mandatory)
- 5. Proposed Contract Documents (refer to Section 4.2) * (mandatory)
- 6. Hourly Rates for Additional Services * (mandatory)

Addenda, Terms and Conditions

This Declaration forms part of the Bid Solicitation. Proponents are required acknowledge that they have read, understood and agree with all declarations below before they may submit their Proposal Submission.

Questions regarding this Declaration must be directed to the Official Point of Contact for this Bid Solicitation on or before the Closing Date and Time.

The Proponent hereby acknowledges and agrees:

- 1.) The Proponent has carefully examined the Bid Solicitation Documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the Bid Solicitation Documents for the Contract Price set out in its Proposal.
- 2.) Acknowledges that the Bid Solicitation process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this Bid Solicitation process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the Proponent unless and until the City and the Proponent execute a Contract.
- 3.) The Proponent has submitted its Contract Price in accordance with the instructions in the Bid Solicitation Documents. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility to participate in future procurement opportunities.
- 4.) Declares that it has not engaged in any conduct prohibited by this Bid Solicitation process and has declared all potential and actual Conflicts of Interests, as defined in section 5.1.9 of the RFP.
- 5.) The Proponent agrees that any information provided in its Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the City to the advisers retained by the City to advise or assist with the Bid Solicitation process, including with respect to the evaluation this Proposal.
- 6.) If awarded the Contract, it will comply with all applicable laws, regulations, rules and bylaws of the federal, provincial and municipal governments. Without limiting the foregoing, the Proponent acknowledges it will comply with the City's policies.
- 7.) It has read and understood the circumstances which may lead to the disqualification under section 37 of the Purchasing By-Law and any mandatory requirements specified in the Bid Solicitation Documents.

☐ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation/Company/Partnership and submit this Bid on behalf of the Bidder. The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the Addendum/Addenda below form part of the Bid document.

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the Addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		