



CITY COUNCIL STAFF REPORT

DATE: JANUARY 21, 2015

CONSENT CALENDAR

SUBJECT: APPROVE CONTRACT WITH DL CONSULTING FOR A NEW CONTENT MANAGEMENT SYSTEM FOR THE LIBRARY'S *ACCESSING THE PAST* LOCAL HISTORY DIGITIZATION PROJECT, INCLUSIVE OF ANNUAL STORAGE, LICENSE AND MAINTENANCE FOR 5 YEARS.

FROM: David H. Ready, City Manager

BY: Library

SUMMARY

As part of the Library's *Accessing the Past* project to scan and digitize historical items, the Palm Springs Public Library will store these scanned items in a cloud-based content management system (CMS) designed and hosted by a third-party vendor.

RECOMMENDATION:

1. Approve a contract with DL Consulting in the amount of \$45,750.00 for a new cloud-based content management system inclusive of the initial set-up, training, and annual storage, license, and maintenance fees for five (5) years.
2. Authorize the City Manager or his designee to execute all necessary documents.

STAFF ANALYSIS:

The Palm Springs Public Library has developed a project, *Accessing the Past*, to share the City of Palm Springs' historically significant archives with the world. Components of this project include creating a website, www.accessingthepast.org, scanning and digitizing our archive, and presenting the archive online in a keyword-searchable format. In order to present the archive online in a meaningful way, the data must be stored on a database with predefined search fields, subject headings, and consistent organizational standards. A content management system meets this criteria; it is a database specifically designed to store and make accessible scanned and digitized items in a user-friendly format. Through a grant from the California State Library, the project is able to fund the first year service agreement of a cloud-based content management system. Future funding would be sought through continuation grants from the California State Library and through funding from other sources.

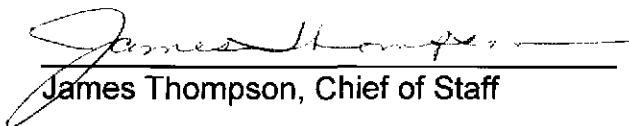
Item No. 2.H.


The Procurement & Contracting Division, in cooperation with the Library, conducted a Request for Proposals (RFP) 05-15 that was issued on October 30, 2014 and posted to the city's website. Notices were sent to seven (7) potential vendors. Five firms submitted proposals that were evaluated by a committee consisting of staff from the Library and the Information Technology Department. Proposals were received from Digital Library Consulting, IImageretrieval, OCLC, PTFS, and Techaspect. The evaluation committee felt that proposal from DL Consulting was the most complete, the Veridian CMS Software offered the desired functionality, best met the requirements of the Library, and was competitively priced (costs ranged from \$26,875 to \$123,900) for the initial install and 5 years of fixed license, storage and maintenance fees. In the event that in the future additional storage is required beyond the initial 10,000 objects, it will be an additional \$900 per year.

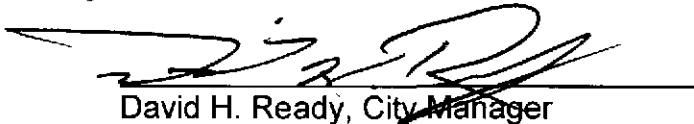
DL Consulting has provided similar cloud-based content management system hosting solutions for Princeton University, Helen Keller Archives, Cornell University, Singapore National Library, Kent State University, as well as the California Digital Newspaper Collection at the University of California-Riverside, which will also host the scanned archive of "The Desert Sun" newspaper. Staff is recommending award of the contract to DL Consulting.

FISCAL IMPACT:

Year one (1) costs of \$16,750 include \$9,500 for a one-time setup fee and training, and \$7,250 for storage, license, and maintenance fees. Subsequent years are \$7,250 per year. Costs for the first five (5) years total \$45,750. Year one (1) costs are funded through a grant from the California State Library. We anticipate receiving grant or other outside funding for future years.


James Thompson, Chief of Staff


Jeannie Kays, Director of Library Services


David H. Ready, City Manager

Attachments:

Draft Agreement with DL Consulting

**CONTRACT SERVICES AGREEMENT
CONTENT MANAGEMENT SYSTEM FOR PALM SPRINGS LIBRARY**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 201__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and Digital Library Consulting Ltd. A New Zealand Company ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City has determined that there is a need for a Content Management System for the preservation of historical data for the Palm Springs Library ("Project").

B. Consultant has submitted to City a proposal to provide a Content Management System solution to City for the Project under the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Consultant to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and Contract services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contracts performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its

profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of Forty Five Thousand Seven Hundred and Fifty Dollars, (\$45,750.00) ("Maximum Contract Amount"), except if additional storage is required beyond the initial 10,000 objects at the incremental rate of \$900 per year, or as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be

applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 Schedule of Performance. Consultant shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement under this section.

3.4 Term. Unless earlier terminated under this Agreement, this Agreement shall commence upon the

effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed Five (5) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Stefan Boddie, Managing Director. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees.

The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any Contract liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the

present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant under this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations

shall limit the application of such insurance coverage.

- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or

person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Contract Services Indemnification and Reimbursement. If the Agreement is determined to be a "design Contract services agreement" and Consultant is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-Contract sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-Contract sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer

the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Consultant. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by

rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant

messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Consultant: Digital Library Consulting Ltd.
PO Box 12669
Chartwell, Hamilton, NZ
Attention: Stefan Boddie
Telephone: +64 7 8570830
Facsimile: +64 7 8570831

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.
"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONSULTANT NAME:

Check one Individual Partnership Corporation

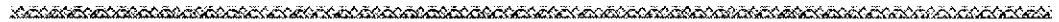
Address _____

By _____
Signature (Notarized)

By _____
Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



SCOPE OF SERVICES

SCOPE OF WORK, SERVICES, OBJECTIVES AND SPECIFICATIONS:

Generally, the scope of work consists of, but is not limited to providing a cloud-based content management system (CMS) that will host various types of items, including digitized text, photos, yearbooks, social registries, telephone directories, flight manuals, diaries, video, and audio recordings. The Library is seeking a Content Management System (CMS) that will host these digitized items in a cloud-based repository and make them available through the website, www.accessingthepast.org, with the data backed up regularly and to multiple locations to ensure data safety and integrity. The Library wants to be able to create curated searches that will highlight portions of their collection, across all types of media collections.

Example: If someone wanted to highlight everything in the archive about Bob Hope, they would want to conduct a behind-the-scenes search in the CMS for "Bob Hope" and then highlight those items through the "Featured Collection" box on the website. In this example, the search results (The Bob Hope Collection) might display 12 newspaper articles, a magazine article, a telephone directory entry, and a postcard featuring Bob Hope, all from different collections within the CMS.

Minimum Required Specifications:

- Cloud-based storage for scanned items and attached metadata.
- Data backed up on a regular schedule (please specify typical backup schedule)
- Data copied to at least two remote locations (Please specify number of storage locations)
- Initial storage for 5000 objects. Define an object. Example: one object = 1 scanned page or one object = one book or magazine? (if costs of storage is based on Gigabytes instead of objects, please explain and list approximately the number of objects that would be included in the average incremental GB of storage space).
- Scalable storage options as the Library digitizes additional items.
- Must be able to host variety of formats: text, photo, audio, or video.
- Must be able to highlight curated digital collection (refer to Bob Hope example)
- Must be able to have product ready for content within 60 days of signed agreements. 30 days is preferable.
- Visitors to the website, www.accessingthepast.org must be able to search for content through the existing search box on the website, which would link to the CMS.
- Visitors to the website, www.accessingthepast.org must be able to click on a thumbnail image and view a larger image and the attached metadata.
- CMS must be compatible with Optical Character Recognition software (most likely IRIS)
- Site setup must include basic customization to include project logo, color scheme and similar graphical elements.
- Initial training session for Library Staff via video conferencing or in-person included in set-up.
- Vendor to release all data to the City (uploaded items and attached metadata) should the Library decide to change systems at a future date.

Preferred Specifications:

- Metadata formatted in METS/ALTO XML standards maintained by the Library of Congress. (METS = Metadata Encoding and Transmission Standard. ALTO = Analyzed Layout and text Object).
- Crowd sourcing feature to allow the public access to do "User Text Corrections" so that users can fix errors made by the Optical Character Recognition software. Users able to establish their own user name and password to access this feature.
- Ability to upload content as needed any time throughout the year with no limits on the number of times the Library uploads content.

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS

CITY OF PALM SPRINGS, CA
NOTICE INVITING PROPOSALS FOR RFP #05-15
CONTENT MANAGEMENT SYSTEM OF PALM SPRINGS LIBRARY

NOTICE IS HEREBY GIVEN that the City of Palm Springs is requesting proposals from qualified firms to provide the City with to provide a cloud-based content management system (CMS).

PROJECT LOCATION: Palm Springs Public Library 300 S. Sunrise Way, Palm Springs, CA 92262.

SCOPE OF SERVICES: The scope of work will consist of providing a Content Management System for the Palm Springs Public Library.

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.palmspringsca.gov (go to Departments, Procurement, Open Bids & Proposals). Upon downloading the RFP via the internet, contact Leigh Gileno, Procurement Specialist II, via email at Leigh.Gileno@palmspringsca.gov to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

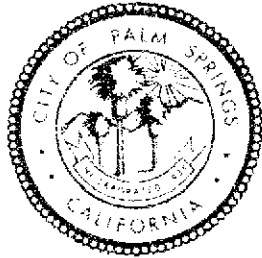
EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

DEADLINE: All proposals must be received in the Procurement and Contracting Office, 3200 E. Tahquitz Canyon Way, Palm Springs, CA, 92262 by **3:00 P.M., LOCAL TIME, THURSDAY, NOVEMBER 20, 2014.** The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.



Procurement Specialist II
October 30, 2014



**CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #05-15
CONTENT MANAGEMENT SYSTEM OF PALM SPRINGS LIBRARY**

Requests for Proposals (RFP #05-15), for Content Management System for Palm Springs Library of the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, THURSDAY, NOVEMBER 20, 2014**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified firms to provide the City with a Content Management System for Palm Springs Library of the City of Palm Springs, CA (hereinafter the "Project"). The selected firm will be expected to provide the required services to provide a cloud-based content management system (CMS) that will host various types of items, including digitized pamphlets, magazines, books, photos, yearbooks, audio recordings, video recordings, and other similar materials.

SCHEDULE:

Notice requesting Proposals posted and issued October 30, 2014
Deadline for receipt of Questions **Thursday, November 13, 2014, 3:00 P.M.**
Deadline for receipt of Proposals **Thursday, November 20, 2014, 3:00 P.M.**
Short List / Interviews, **if desired by City* to be determined
Contract awarded by City Council to be determined

NOTE: There will NOT be a pre-proposal conference for this procurement. *Dates above are subject to change.

"KEY" TO RFP ATTACHMENTS:

ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment. *Must be completed and included with Technical Proposal envelope.

ATTACHMENT "B" – Non Collusion Affidavit Form. *Must be completed and included with Technical Proposal envelope.

ATTACHMENT "C" – Cost Proposal Form. *Must be completed and included in a separately sealed envelope – do NOT include this with your Technical Proposal.

ATTACHMENT "D" – Sample boilerplate Contract Services Agreement (for reference only)

2. BACKGROUND: The Palm Springs Public Library is seeking a vendor to provide a cloud-based content management system (CMS) that will host various types of items, including digitized pamphlets, magazines, books, photos, yearbooks, audio recordings, video recordings, and other similar materials that will store scanned/digitized local history archived.

3. SCOPE OF WORK, SERVICES, OBJECTIVES AND SPECIFICATIONS:

Generally, the scope of work consists of, but is not limited to providing a cloud-based content management system (CMS) that will host various types of items, including digitized text, photos, yearbooks, social registries, telephone directories, flight manuals, diaries, video, and audio recordings. The Library is seeking a Content Management System (CMS) that will host these digitized items in a cloud-based repository and make them available through the website, www.accessingthepast.org, with the data backed up regularly and to multiple locations to ensure data safety and integrity. The Library wants to be able to create curated searches that will highlight portions of their collection, across all types of media collections.

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- Initial storage for 5000 objects. Define an object. Example: one object = 1 scanned page or one object = one book or magazine? (if costs of storage is based on Gigabytes instead of objects, please explain and list approximately the number of objects that would be included in the average incremental GB of storage space).
- Scalable storage options as the Library digitizes additional items.
- Must be able to host variety of formats: text, photo, audio, or video.
- Must be able to highlight curated digital collection (refer to Bob Hope example)
- Must be able to have product ready for content within 60 days of signed agreements. 30 days is preferable.
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- CMS must be compatible with Optical Character Recognition software (most likely IRIS)
- Site setup must include basic customization to include project logo, color scheme and similar graphical elements.
- Initial training session for Library Staff via video conferencing or in-person included in set-up.
- Vendor to release all data to the City (uploaded items and attached metadata) should the Library decide to change systems at a future date.

Preferred Specifications:

- Metadata formatted in METS/ALTO XML standards maintained by the Library of Congress. (METS = Metadata Encoding and Transmission Standard. ALTO = Analyzed Layout and text Object).
- Crowd sourcing feature to allow the public access to do "User Text Corrections" so that users can fix errors made by the Optical Character Recognition software. Users able to establish their own user name and password to access this feature.
- Ability to upload content as needed any time throughout the year with no limits on the number of times the Library uploads content.

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the Contractism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect

costs, etc. The City of Palm Springs will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. SELECTION PROCESS: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

- A. Firm qualifications and experience in providing similar services and equipment as defined in the RFP, including References (15 POINTS)
- B. Proposal organization, conformance with the RFP instructions, and demonstrated understanding of the overall project and requested Scope of Work (10 POINTS)
- C. Work Proposal, including detailed proposed design, methodology and approach, inclusive of all necessary materials, equipment/software and labor necessary to fully execute and provide a turn-key solution for the requested Scope of Work (25 POINTS)
- D. Detailed Project Schedule, including equipment lead-time, installation, testing and system commissioning (15 POINTS)
- E. Local Preference (5 POINTS) Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.
- F. Cost Proposal (30 POINTS)

PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of twenty Five (25) sheets of paper (double sided is OK), including a cover letter.** NOTE: Dividers, Attachments included in this RFP that are to be submitted with the proposal, Addenda acknowledgments and the separately sealed Cost Proposal do **NOT** count toward the page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies)** of **both** your Technical/Work Proposal **and** your Cost Proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, **"RFP #05-15, REQUESTS FOR PROPOSALS FOR CONTENT MANAGEMENT SYSTEM FOR PALM SPRINGS LIBRARY"**. Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Technical/Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATELY SEALED ENVELOPES:

Envelope #1, clearly marked "Technical/Work Proposal", shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- If applicable, your specific request for Local Preference (see Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment B)

In addition to the items above, at a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

TECHNICAL/WORK PROPOSAL; The Technical/Work Proposal (Envelope #1) shall be clearly marked and shall include the Sections A, B, C, D and E (if local preference is applicable) below:

SECTION A:

FIRM, STAFF, TEAM (including any subcontractors) QUALIFICATIONS AND EXPERIENCE, INCLUDING REFERENCES

A.1 Follow the instructions and properly complete and execute both **Attachment “A” and Attachment “B”** that are provided in the RFP and include them here in your proposal. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley is to also be included here.

A.2 Describe the firm’s background and qualifications that this project will require, specifically identifying experience with relevant projects successfully completed of similar size and scope.

A.3 Indicate the name of any sub-contractor firms or contractors if applicable that will be utilized to make up your team. Describe each sub-contractor’s qualifications, background and specific expertise that they bring to the Project.

A.4 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

A.5 Include a minimum of three (3) references of recent customers for who your firm has provided similar Content Management Systems as contemplated herein. You must include the name of a contact person, their title, and a current phone number, fax number, email address and business address along with a brief description of the scope of work and cost for each successfully completed referenced project.

SECTION B:

PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP INSTRUCTIONS, AND DEMONSTRATED UNDERSTANDING OF THE OVERALL PROJECT AND REQUESTED SCOPE OF WORK

B.1 Carefully review and verify that your proposal is well organized and follows ALL OF THE INSTRUCTIONS on proper organization, format, order, and conformance with all requirements, including any and all required signatures, attachments, acknowledgements, or other documents that are required to be submitted. Failure to follow the instructions may result in your proposal being non-responsive and rejected from consideration.

B.2 Without reciting the information regarding the Project verbatim as contained in this RFP, convey your overall understanding of the Project and an understanding of the City’s expectations upon implementation of the Project.

B.3 Identify any “key” or “critical” issues that you believe may be encountered on the Project based on the firm’s prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the Project.

SECTION C:

WORK PROPOSAL

C.1 Proposer should refine and/or expand the Scope of Work to reflect their understanding of the project and include a detailed technical work proposal, including proposed design plan, methodology and technical approach, inclusive of all necessary materials, and a detailed proposed equipment/software list to fully execute and provide a content management system for the Palm Springs Public Library as requested in the scope of work. Identify all tasks and sub-tasks required to successfully implement all phases of the project.

**SECTION D:
PROJECT SCHEDULE**

D.1 Proposer shall provide a detailed Project Schedule, including all tasks and sub-tasks, as well as product lead-time, installation, testing and system commissioning.

D.2 Discuss lines of communication necessary to maintain the project schedule. Discuss the key issues that could impact the schedule and ways to minimize or eliminate them.

D.3 Discuss your quality control methods to ensure consistent and accurate final results.

**SECTION E:
LOCAL PREFERENCE**

E.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

E.2 List all team members with local expertise. Clearly define their role in the overall project.

COST PROPOSAL; The Cost Proposal (Envelope #2) shall be clearly marked in a **separately sealed envelope** and shall include Section F below:

**SECTION F:
COST PROPOSAL (*see instructions in Section 6 above and Attachment "C")**

F.1 The cost proposal (in a separate sealed envelope) shall be a "Lump Sum. **PROPOSERS MUST USE THE COST PROPOSAL FORM, ATTACHMENT "C", PROVIDED BY THE CITY IN THE RFP DOCUMENTS.** Failure to use the Cost Proposal form Attachment "C" provided by the City **WILL** be cause for rejection of a proposal. **Do NOT include Attachment "A" or Attachment "B" in the Cost Proposal, Envelope #2.** Attachments "A" and "B" are to be included in Envelope #1, "Technical/Work Proposal".

8. GENERAL AND SPECIAL CONDITIONS:

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, THURSDAY, November 20, 2014.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received

by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs
Procurement and Contracting Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Leigh Gileno, Procurement Specialist II**

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno – Procurement Specialist II
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via **FAX (760) 323-8238**
or via **EMAIL: leigh.gileno@palmspringsca.gov**

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Thursday, November 13, 2014.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement. (**see Attachment “D”**) Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

The term of the agreement that is awarded as a result of this RFP shall be in effect for 3 years with two one (1) year renew options.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendaized for consideration. The decision of the City Council will be final.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is

recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and staff has recommended to the City Council the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the City will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.

If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the City from any loss, claim or suit, including attorneys' fees, brought by a person challenging the City's refusal to release the documents. The City will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The City will not return the original or any copies of the proposal or other information or documents submitted to the City as part of this RFP process. **NOTE THAT THE CITY MAY NOT RECOGNIZE PROPOSALS WHERE ALL OF THE INFORMATION, VIA A BLANKET STATEMENT, IS SUBMITTED AS PROPRIETARY INFORMATION OR A TRADE SECRET. SUCH PROPOSALS MAY BE FOUND NON-RESPONSIVE.**

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

COMPLIANCE WITH LAW. Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

LICENSES, PERMITS, FEES, AND ASSESSMENTS. Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

NONCOLLUSION: The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)

REQUESTS FOR PROPOSALS (RFP) # 05-15
CONTENT MANAGEMENT SYSTEM FOR PALM SPRINGS LIBRARY

SIGNATURE AUTHORIZATION

NAME OF COMPANY(PROPOSER): _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ CELL PHONE _____ FAX _____

CONTACT PERSON _____ EMAIL ADDRESS _____

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

PRINTED NAME AND TITLE

SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;
 A partnership, Partners' names: _____

A company;
 A corporation If a corporation, organized in the state of: _____

2. My tax identification number is: _____

CHECK IF THE FOLLOWING STATEMENT APPLIES:

_____ My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.**

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda: Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "B"

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL
(Envelope #1)***

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA) ss
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

ATTACHMENT "C"

***THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2 "Cost Proposal", NOT with Envelope #1, Technical/Work Proposal*)**

**REQUEST FOR PROPOSAL (RFP #05-15)
CONTENT MANAGEMENT SYSTEM OF PALM SPRINGS LIBRARY**

COST PROPOSAL

Responding to Request for Proposal No. 05-15, I/WE will accept as full payment the following lump sum payment to provide a cloud-based content management system which includes all labor, supervision, services, materials equipment, supplies, installation, testing, and training to complete the content management system for the Palm Springs Library. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver content management system as defined in the Scope of Work herein.

Proposed System /Software: _____

Development/Labor/Customization (all inclusive): \$ _____

Storage costs, annual hosting and/or maintenance fees for 5000 objects/ gigabytes. \$ _____

One time set-up fee inclusive of training: \$ _____

GRAND TOTAL AMOUNT:

\$ _____

(PRICE IN FIGURES)

(PRICE IN WORDS)

Storage costs, annual hosting and/or maintenance fees for 10,000 objects/gigabytes. _____ \$ _____

Incremental storage costs and annual fees for each additional 10,000 objects/ gigabytes. _____ \$ _____

Indicate time in calendar days, for completion after receipt of notice to proceed: _____ DAYS (NTP).

NOTE: This page MUST be manually signed.

Certified by: _____
Firm Name

Signature of Authorized Person

Printed Name

Title

Date

Address: _____

Phone: _____ Fax: _____

E-mail: _____



REQUEST FOR PROPOSAL (RFP 05-15) FOR
CONTENT MANAGEMENT SYSTEM OF PALM SPRINGS LIBRARY

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

- Q 1: In the Minimum Required Specifications section — part 3 of the RFP — the fourth bullet point asks us to *explain and list approximately the number of objects that would be included in the average incremental GB of storage space*. The size of an object is dependent on the object type along with the digitization methods and parameters (i.e. image resolution and dimensions, etc.), which in turn depend on repository design decisions that the library will make. The system overhead for most objects is trivial. Do you have example file sizes for digitized objects, a breakdown of the types of digital objects to be ingested, and their respective quantities?
- A 1: ***The Library has an inventory of items that have not yet been scanned and we do not have total quantities of pages to be scanned. We expect our inventory to be 100,000-500,000 pages or more. We do not expect to get everything scanned at once, hence the request for scalable price quotes so that we can add storage space as we go and not pay for storage we do not need, unless there is an unlimited pricing plan. Our community partners also have items to be scanned and we have no idea the size of their collections or if they are interesting in adding their content to our Content Management System (CMS). We expect to scan our items as .tiff files, store them separately on external hard drives and convert to .jpeg for public viewing and storing on the CMS. File size will be approximately 2 MB for each .jpeg image stored in the CMS. The types of items are listed in the first paragraph of Section 3: digitized text, photos, yearbooks, social registries, telephone directories, flight manuals, diaries, video, and audio recordings. Digitized text includes full color magazines, telephone books, high school yearbooks, social registries, pamphlets, souvenir brochures, etc. These items are from 1934-present. Flight manuals are 325 flight manuals from World War II planes, approximately 500 pages each (162,500 pages). Our partner owns these and would need to pay to store this content, thus the need for flexible pricing quotes.***
- Q 2: Also in the Minimum Required Specifications section, the tenth bullet point requires that visitors *must be able to click on a thumbnail image and view a larger image and the attached metadata*. Do you wish to add linked thumbnail images manually to the www.accessingthepast.org website, or do you wish this to be provided as an API and consumed by the exiting site? If you wish an API, what format(s) would you want (i.e. json, xml, etc.)?
- A 2: ***No, we do not wish to add linked thumbnail images manually. We would like our website to function similarly to <http://pasadenadigitalhistory.com/>. Their website has collections of content from various partners. As an example, they also have featured collections listed on this page: <http://collection.pasadenadigitalhistory.com/cdm/>. Their Tournament of Roses collection: <http://collection.pasadenadigitalhistory.com/cdm/search/searchterm/Tournament%20of%20Roses/fiel d/subject/mode/exact/conn/and/order/nosort> displays a thumbnail image and when you click on the image, you see the full size image with metadata listed below displaying hyperlinked subject headings and other topics. Use your best discretion on API format. We are unsure which format works best in this setting.***

Q 3: Attachment "C" of the RFP requests the "Storage costs, annual hosting and/or maintenance fees for 5000 objects/ gigabytes." and " Incremental storage costs and annual fees for each additional 10,000 objects/ gigabytes." There are no license fees or per item fees for our proposed solution, and costs depend on the amount of storage required. We can quote on size, however for numbers of objects, we would need a reasonable estimate of the average size of an object. While your request might be read as asking for the price for either 5,000 and 10,000 items or 5,000 and 10,000 gigabytes, an average item size of 1 gigabyte would be unusually large. Could you please provide either an estimate of average item size or provide some repository sizes in gigabytes (or terabytes) for us to work with.

A 3: ***We estimate that one .jpeg item will be approximately 2 MB. This question was written so that if a vendor priced on a per-item basis, rather than total storage space, we would accept pricing for either pricing model. We are interested in a scalable product so that we can upgrade plans as we scan content. We are unsure how much content we will have at this time.***

Q 4: In consideration of the types of services we are being asked to render and the unlikelihood of any E & O claim in this realm, would you consider waiving the E & O insurance requirement, if doing so would make a difference in the proposed project cost?

A 4: ***E & O insurance requirement as outlined in the sample boilerplate agreement is hereby waived.***

Q 5: Would the Government extend the due date for responses to allow for non-local vendors to have enough time to deliver their responses? If not, would the Government accept proposals via email?

A 5: ***THE DEADLINE FOR RECEIPT OF QUESTIONS AND DEADLINE FOR RECEIPT OF PROPOSALS ARE HEREBY EXTENDED TO THE FOLLOWING DATES:***

DEADLINE FOR RECEIPT OF QUESTIONS EXTENDED TO THURSDAY NOVEMBER 20, 2014 AT 3:00PM

DEADLINE FOR RECEIPT OF PROPOSALS EXTENDED TO WEDNESDAY DECEMBER 3, 2014 AT 3:00PM

The City will not accept proposals via email.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Leigh Gileno

Procurement Specialist II

DATE: November 13, 2014

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____
Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



**REQUEST FOR PROPOSAL (RFP 05-15)
FOR
CONTENT MANAGEMENT SYSTEM FOR PALM SPRINGS LIBRARY
ADDENDUM NO. 2**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Will there be design required from the vendor?

A 1: We are hopeful that the qualified candidate will have a product already in existence in which we can subscribe. We are not looking for a completely customized product, but one that already exists. We are looking for a product that we can apply our project logo and set color-schemes to match our brand.

Q 2: The RFP states a need for 5,000 records (objects) what is the growth prediction for the dataset?

A 2: We are unsure how quickly we can scan items and how many volunteers we can train to work on this project. It is possible that we could go very quickly but we have no idea at this time. We might be able to scan and digitize 5,000 items a year, at the most.

Q 3: How do the files exist currently i.e. PDF, mp3, etc.?

A 3: We currently have NO content scanned or digitized but we expect that images and scanned files will be in .jpeg format with optical character recognition (OCR) added through our scanning software. We expect audio and video files to be in mp3 format. We do not have a scanner or scanning software at this time.

Q 4: What format is the existing Database for the Graphtek CMS, this was not in the documentation on their site?

A 4: Graphtek is not a CMS. It is the company who designed our website. We do not have a database built into our Graphtek-created website—this is what we are asking for with this RFP. The Graphtek-designed website is a website that directs users to other websites.

Q 5: Will there be Information Architecture needs from the vendor?

A 5: The CMS vendor website will need to be able to be linked through our AccessingthePast.org website. We want our website to basically hyperlink to the awarded vendor's CMS.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Leigh Gileno
Procurement Specialist II
DATE: November 25, 2014

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

EXHIBIT "C"

CONSULTANT'S PROPOSAL



Making
digital libraries
easy

Leigh Gileno, Procurement Specialist II
City of Palm Springs
Procurement and Contracting Department
3200 E. Tahquitz Canyon Way
Palm Springs CA 92262

November 24th 2014

Re: RFP #05-15 for Content Management System for Palm Springs Library

Dear Ms. Gileno,

Please find enclosed our proposal response to RFP #05-15, Request for Proposals for Content Management System for Palm Springs Library.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'S. Boddie', written over a horizontal line.

Stefan Boddie
Managing Director
DL Consulting Ltd.

ORIGINAL

Technical proposal from DL Consulting
Ltd. (Veridian) to provide a content
management system for Palm Springs
Library

RFP #05-15

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SECTION A: Firm, staff and team - qualifications and experience

A.1 – RFP attachments

ATTACHMENT "A" – SIGNATURE AUTHORIZATION

NAME OF COMPANY (PROPOSER): DL Consulting Ltd.
BUSINESS ADDRESS: 4679 Kolohala Street, Honolulu, HI 96816
TELEPHONE: +64 7 8570830 **CELL PHONE:** +64 21 783053 **FAX:** +64 7 8570831
CONTACT PERSON: Stefan Boddie **EMAIL ADDRESS:** stefan@dlconsulting.com

- A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Stefan Boddie (Managing Director)

PRINTED NAME AND TITLE



13-Nov-2014

SIGNATURE AND DATE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;

A partnership, Partner's names: _____

A company;

corporation. If a corporation, organized in the state of: Hawaii

2. My tax identification number is: 37-1561395 (EIN)

CHECK IF THE FOLLOWING STATEMENT APPLIES:

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.

ADDENDA ACKNOWLEDGEMENT: Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda: Addendum(s) # 1 & 2 is/are hereby acknowledged.



ATTACHMENT "B" – NON-COLLUSION AFFIDAVIT


STATE OF CALIFORNIA) ss
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is ^{SYB} ~~Stefan~~ ^{James} ~~Boddie~~, Managing Director of DL Consulting Ltd., the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: _____

Title: _____

Subscribed and sworn to before me this 13th day of November, 2014.


Michael Robert Grayson
Solicitor
Hamilton
NEW ZEALAND

A.2 DL Consulting background and qualifications

DL Consulting is a small team that is completely focused on library technology, with a history of more than 10 years in this field. We have successfully implemented systems of similar scope to that described in this proposal for many libraries, including National Libraries in Singapore, New Zealand, and Vietnam, US university libraries including those at Cornell, Columbia, Stanford, and Princeton, and public libraries including those in Cambridge, MA, Auckland, New Zealand, and Toulouse, France. As such we have the necessary technical and professional ability to successfully implement and develop a suitable content management system for Palm Springs Public Library.

A.3 Sub-contractors

We do not expect to require any sub-contractors to provide the services described in this document. Please note however that, if required, we can provide scanning and other data creation services, and for those services we may rely on sub-contractors. It is our understanding that these services are not required for this project however, and that data provided by Palm Springs Public Library for inclusion in the proposed content management system will already be in an appropriate digital format.

A.4 Key staff and qualifications

The core team for this project will include the following personnel.

Stefan Boddie – Managing Director <stefan@dlconsulting.com>

Stefan first began working with digital library software applications in 1997, while a software engineer for the well-respected NZDL research project at the University of Waikato in Hamilton, New Zealand. That project was responsible for the open source Greenstone digital library software (<http://www.greenstone.org/>), which is still under constant development, is downloaded more than 4,000 times each month, and is installed at a large number of institutions throughout the world. Stefan was one of the original designers and developers of Greenstone, between 1997 and 2002.

In 2002 Stefan founded DL Consulting Ltd., and has since implemented projects at many institutions in the United States, Europe, Asia, Australia, and New Zealand.

Michael Dewsip – Project Manager <michael@dlconsulting.com>

Michael is a product of the University of Waikato, where he obtained a Masters degree in Computer Science. He was a member of the NZDL/Greenstone project, where he took over from Stefan as lead developer in 2003.

In 2005 Michael began working at DL Consulting part-time, while still involved with the Greenstone project, and since April 2007 he has been a full-time engineer at DL Consulting.

Michael is directly responsible for managing some of our key Veridian projects, including those at the National Libraries of New Zealand and Singapore.

Richard Managh – Senior Software Engineer <richard@dlconsulting.com>

Richard is a senior software engineer with a degree in Computer Science. He has been at DL Consulting since 2003, during which time he has worked on many large Greenstone and Veridian implementations.

A.5 References

California Digital Newspaper Collection (<http://cdnc.ucr.edu/>)

Contact: Brian Geiger
Director, Center for Bibliographic Studies & Research, UC Riverside
Phone (951) 827-7007
Email brian.geiger@ucr.edu

The California Digital Newspaper Collection is a large newspaper digitization project at the University of California, Riverside. The project has used Veridian software from DL Consulting as a content management system since 2010, and DL Consulting staff continue to support and maintain the collection.

Cambridge Public Library (<http://cambridge.dlconsulting.com/>)

Contact: Alyssa Pacy
Archivist, Archives & Special Collections, Cambridge Public Library
Phone (857) 234-9865
Email apacy@cambridgema.gov

Cambridge (MA) Public Library have used Veridian from DL Consulting as a content management system for their online collection since 2011. They also host their collection on our cloud-based hosting platform.

Vassar College (<http://newspaperarchive.vassar.edu/>)

Contact: Joanna DiPasquale
Digital Initiatives Librarian, Vassar College Libraries
Phone (845) 437-5219
Email jdipasquale@vassar.edu

Vassar College Libraries have used Veridian from DL Consulting as a content management system for their online collection since 2011.

SECTION B: Proposal organization, conformance, and understanding of project scope

B.2. Our understanding of the proposed project

Our understanding is that Palm Springs Public Library requires an online content management system (CMS) into which digitized content (photographs, newspapers, pamphlets, audio, video, etc., and associated metadata) will be loaded. Online patrons will then be able to search, browse, and view the digitized content, via the existing website at <http://www.accessingthepast.org/>.

The CMS should be hosted on suitable cloud-based infrastructure, with appropriate backup systems to insure the uploaded digitized content is safely preserved.

Palm Springs Public Library's expectations are for a stable, usable, flexible, and user-friendly platform with which to display digitized content to online patrons.

B.3. Description of expected key issues

A critical issue for a project of this type is insuring that all data batches (i.e. digitized files and associated metadata) are in a consistent, structured format, prior to uploading to the CMS. Inconsistent source data results in errors when batches are ingested to the CMS, which in turn results in a lot of time spent manually investigating and correcting each error. Taking the time to insure all data is created in a consistent format also makes it considerably easier to transform that data to different formats in future, or to migrate to a new CMS platform, if it's ever desirable to do so.

To help with this we work closely with library staff, especially when processing the first few data batches, or when preparing a batch containing a new type of material. We provide documentation on how to prepare data for loading to the Veridian CMS, and QA tools to insure data batches conform with the requirements.

SECTION C: Work proposal

C.1. Technical proposal to provide a content management system for Palm Spring Public Library

Summary

We propose using the Veridian content management system (CMS) for this project. The Veridian-based system will be hosted in the cloud, on Amazon AWS infrastructure in Northern Virginia.

The Veridian CMS will be separate from but closely tied to the existing www.accessingthepast.org website. Ideally the Veridian CMS will be configured with a URL that is a sub-domain of accessingthepast.org (perhaps cms.accessingthepast.org or dl.accessingthepast.org or similar, as chosen by Palm Springs Public Library).

The existing administrators of the www.accessingthepast.org website will continue to administer it, and we will administer only the Veridian CMS. We will provide support to the administrators of the website as needed though, to allow them to integrate content and functionality from the CMS into the website. For example, we will help them set up the search form on the website so it searches the CMS, and to create "featured collections" on the website that link through to the appropriate place in the CMS.

We will customize the Veridian user interface as required, so it uses similar graphic design to the www.accessingthepast.org website. For online patrons we expect the transition between the existing website and the CMS to be seamless – most will not realize there are actually two separate underlying platforms.

The workflow for loading data to the Veridian CMS involves preparing batches of data "off line", then ingesting them as a batch. It does not allow library staff to "upload" individual digital objects one at a time. The proposed workflow for this project will be similar to the following:

1. Following consultation with library staff on the types of material to be included in the CMS we will provide support and documentation, with specifications for how data batches should be prepared and structured.
2. Library staff will be responsible for preparing batches of digitized material and associated metadata, with support from DL Consulting staff as required.
3. Each batch will be uploaded to the cloud-hosting environment, typically via secure FTP. Shipping data on portable hard drive is also possible for very large data batches.
4. On arrival we will perform QA to insure data batches are consistent and conform to the agreed specifications.

5. We will process any printed material in each batch with specialized OCR software, to produce data in the METS/ALTO format.
6. We will then ingest the data batches into Veridian, at which time they'll appear in the online CMS and be available to users. Library staff will then be able to perform their own QA process to check the data is displayed as expected in the CMS.
7. If required by the library we can install a "staging" instance of the CMS, in addition to the "live" instance. With this approach new data batches are first loaded to the staging site, where they can be tested by library staff prior to moving to the "live" site.

More detailed information about the workflow of a typical Veridian-based project can be found at <http://www.veridiansoftware.com/knowledge-base/veridian-workflow/>.

Scope of work

The below is a description of how our proposed solution addresses each of the specifications listed in the RFP document.

- Cloud-based storage for scanned items and attached metadata.

Our proposed Veridian solution is hosted by us on Amazon AWS cloud infrastructure.

- Data backed up on a regular schedule (please specify typical backup schedule).

Our hosting systems use the ZFS filesystem, which allow regular incremental snapshots to be taken of all data, and sent to our storage devices in New Zealand. For data that changes only rarely (e.g. source data) snapshots are taken and backed up weekly. For data that changes regularly (e.g. user contributed content like tags, comments and crowdsourced text correction data) snapshots are taken and backed up daily.

- Data copied to at least two remote locations (Please specify number of storage locations).

The "live" copy of all data is stored in the cloud hosting environment in Northern Virginia. Backups are stored at our facility in Hamilton, New Zealand.

- Initial storage for 5000 objects. Define an object. Example: one object = 1 scanned page or one object = one book or magazine? (if costs of storage is based on Gigabytes instead of objects, please explain and list

approximately the number of objects that would be included in the average incremental GB of storage space).

One "object" for a Veridian-based project is one page of a book, newspaper, or magazine, or a single digital file for audio, video, or other simple objects like photographs. In addition, storage is limited to an average of 8Mb per object, so a "limit" of 5,000 objects equates to a maximum of approximately 40Gb of storage space. Typically this limit is appropriate, but for some very large objects (e.g. video files) we can negotiate a higher per-object storage limit.

Our smallest Veridian hosting plan allows for up to 10,000 objects, or 80Gb of storage space. Initially then the hosting agreement will allow for up to 10,000 objects.

- Scalable storage options as the Library digitizes additional items.

Our cloud-based hosting systems can scale indefinitely. Some of our larger library customers are currently hosting several terabytes of digitized content on our platform.

- Must be able to host variety of formats: text, photo, audio, or video.

Veridian supports many different types of material, including printed documents (newspapers, books, etc.), images (photographs, maps, postcards, etc.), digital audio, and digital video. A simple Veridian demo containing a wide range of different types of material can be seen at the link below.

<http://demos.veridiansoftware.com/latest/variou/cgi-bin/latest-variou>

- Must be able to highlight curated digital collection (refer to Bob Hope example).

For this requirement we propose using Veridian's search functions to define the "curated collection", then linking to the Veridian search results page for the pre-saved collection from within the www.accessingthepast.org website.

- Must be able to have product ready for content within 60 days of signed agreements. 30 days is preferable.

We expect to have a Veridian instance set up, customized, and ready for content within 30 days of signing.

- Visitors to the website, www.accessingthepast.org must be able to search for content through the existing search box on the website, which would link to the CMS.

We will work with the administrators of the www.accessingthepast.org website to set this up.

- Visitors to the website, www.accessingthepast.org must be able to click on a thumbnail image and view a larger image and the attached metadata.

We will work with the administrators of the www.accessingthepast.org website to set this up. Veridian's image server component makes it very easy to embed thumbnails from the CMS within the www.accessingthepast.org website, and to link back to objects within the CMS.

- CMS must be compatible with Optical Character Recognition software (most likely IRIS).

We will process printed material requiring OCR for the library. That is, batches of printed material will be prepared by library staff as scanned images only, with associated metadata if applicable. Once we receive them we will process them with specialized OCR software, to produce final data in the METS and ALTO XML schemas, which will then be loaded to Veridian. IRIS and similar OCR engines are not able to produce data in the METS/ALTO format recommended for this project.

- Site setup must include basic customization to include project logo, color scheme and similar graphical elements.

We will customize Veridian so it has similar graphic design to the existing www.accessingthepast.org website.

- Initial training session for Library Staff via video conferencing or in-person included in set-up.

Training and support is provided as required, using GoToMeeting video conferencing software.

- Vendor to release all data to the City (uploaded items and attached metadata) should the Library decide to change systems at a future date.

All data (including user-generated content like comments, tags, and crowdsourced text corrections) will be made available on request, for the

library to download.

Veridian also has an API allowing the library to access, download, or harvest data from the CMS at any time. API details can be found at the link below.

<http://www.veridiansoftware.com/knowledge-base/veridian-xml-api-documentation/>

- Metadata formatted in METS/ALTO XML standards maintained by the Library of Congress. (METS = Metadata Encoding and Transmission Standard. ALTO = Analyzed Layout and text Object).

As described above all printed/text objects (newspapers, books, etc.) will be processed to METS/ALTO standards prior to loading to the Veridian CMS. Library staff can download a copy of the completed METS/ALTO data at any time.

- Crowd sourcing feature to allow the public access to do "User Text Corrections" so that users can fix errors made by the Optical Character Recognition software. Users able to establish their own user name and password to access this feature.

Veridian's User Text Correction module complies with this requirement, and is included in this proposal.

- Ability to upload content as needed any time throughout the year with no limits on the number of times the Library uploads content.

As described earlier in this document, Veridian's workflow doesn't allow library staff to upload material directly to the CMS. Material is instead sent to the cloud server in batches, where we process it (e.g. to produce METS/ALTO for printed materials), perform quality assurance, then load it to the Veridian CMS. Our pricing proposal allows for processing up to three batches per year, and we find that for most projects that is sufficient. Some projects do wish to upload batches more regularly however, especially in the first year or two, and we can accommodate those requirements. If Palm Springs Public Library wishes to negotiate this point we are happy to do so.

SECTION D: Project schedule

D.1. Proposed project schedule

As soon as agreements are signed we will begin installing, configuring, and customizing Veridian for Palm Springs Public Library. We expect to have the system running and ready to accept content within 30 days.

In parallel with the above (i.e. while the setup and customization work is being done) we will begin working with library staff on data specifications, and to prepare a first batch of material for loading to Veridian. Depending on the material and how it is to be prepared it may be possible to load the first batch of data right away, as soon as the Veridian CMS is installed (this first sample batch will *not* count as one of the three data batches we will process during year 1).

During the customization process we will invite library staff to review and provide feedback on the site. We use an agile, iterative development process, so the library will have many opportunities to direct the development process, if they wish to do so.

D.2. Communication necessary to maintain project schedule

We believe our ability to be responsive, clear and detailed in communicating with our customers is our greatest strength. We invite library staff to contact some of our existing customers and ask their opinion of our ability to support their projects.

The key to maintaining the schedule for a project like this is insuring all parties are aware of the steps involved, when each step is to be completed, and by whom. So long as everything is clear from the beginning and everyone is responsive to communications we don't expect it to be difficult to implement the proposed system within the 30-day schedule, and it may well take considerably less time than that.

D.3. Quality control methods

As described earlier in this document, the key to ensuring a quality result for this project starts at the beginning, when preparing the source data batches. If the data is consistent, and complies with sensible specifications, then the rest of the project will flow smoothly.

We help with that initially by developing appropriate data specifications, then with quality assurance software tools to check the consistency of data batches prepared by the library, then with the Veridian CMS itself, which produces extensive reports on any inconsistencies found when data batches are ingested.

EXHIBIT "D"
SCHEDULE OF COMPENSATION
COST PROPOSAL

Proposed System /Software: Veridian CMS Software

Development/Labor/Customization (all inclusive): \$ (0) All inclusive

One time set-up fee inclusive of training: \$ 9,500.00

Year 1 - Storage costs, annual hosting and/or
Maintenance fees for 10,000 objects/ gigabytes. \$ 7,250.00

Year 2 - Storage costs, annual hosting and/or
Maintenance fees for 10,000 objects/ gigabytes. \$ 7,250.00

Year 3 - Storage costs, annual hosting and/or
Maintenance fees for 10,000 objects/ gigabytes. \$ 7,250.00

Year 4 - Storage costs, annual hosting and/or
Maintenance fees for 10,000 objects/ gigabytes. \$ 7,250.00

Year 5 - Storage costs, annual hosting and/or
Maintenance fees for 10,000 objects/ gigabytes. \$ 7,250.00

GRAND TOTAL AMOUNT: \$ 45,750.00

Incremental storage costs and annual fees for each
additional 10,000 objects/ gigabytes. \$ 900.00

Indicate time in calendar days, for completion after receipt of notice to proceed: **30 DAYS** (NTP).

***NOTE: ANNUAL HOSTING AND MAINTENANCE FEES ARE FIXED WITH NO CPI INCREASE.**

ORIGINAL

Cost proposal from DL Consulting Ltd.
(Veridian) to provide a content
management system for Palm Springs
Library

RFP #05-15

ATTACHMENT "C" - Cost Proposal

Responding to Request for Proposal No. 05-15, IWE will accept as full payment the following lump sum payment to provide a cloud-based content management system which includes all labor, supervision, services, materials equipment, supplies, installation, testing, and training to complete the content management system for the Palm Springs Library. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver content management system as defined in the Scope of Work herein.

Proposed System /Software: Veridian CMS software

Development/Labor/Customization (all inclusive): \$0 [customization and development is included in setup fee, below]

Storage costs, annual hosting and/or maintenance fees for 5000 objects/ gigabytes. \$7,250

One time set-up fee inclusive of training: \$9,500

GRAND TOTAL AMOUNT:

\$16,750

(PRICE IN FIGURES)

Sixteen thousand seven hundred and fifty US dollars

(PRICE IN WORDS)

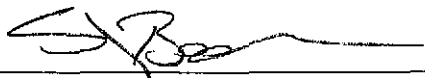
Storage costs, annual hosting and/or maintenance fees for 10,000 objects/gigabytes. \$7,250 [10,000 objects is our smallest hosting/support tier, so the cost is the same as for 5,000 objects]

Incremental storage costs and annual fees for each additional 10,000 objects/ gigabytes. \$900

Indicate time in calendar days, for completion after receipt of notice to proceed: 30 DAYS (NTP).

NOTE: This page MUST be manually signed.

Certified by: DL Consulting Ltd.
Firm Name


Signature of Authorized Person

Stefan Boddie
Printed Name

Managing Director
Title

13 - Nov - 2014
Date

Address: 4679 Kolohala Street
Honolulu, HI 96816

Phone: +64 78570830 Fax: +64 78570831

E-mail: stefan@dlconsulting.com

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

SECTION D: Project schedule

D.1. Proposed project schedule

As soon as agreements are signed we will begin installing, configuring, and customizing Veridian for Palm Springs Public Library. We expect to have the system running and ready to accept content within 30 days.

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We believe our ability to be responsive, clear and detailed in communicating with our customers is our greatest strength. We invite library staff to contact some of our existing customers and ask their opinion of our ability to support their projects.

The key to maintaining the schedule for a project like this is insuring all parties are aware of the steps involved, when each step is to be completed, and by whom. So long as everything is clear from the beginning and everyone is responsive to communications we don't expect it to be difficult to implement the proposed system within the 30-day schedule, and it may well take considerably less time than that.

D.3. Quality control methods

As described earlier in this document, the key to ensuring a quality result for this project starts at the beginning, when preparing the source data batches. If the data is consistent, and complies with sensible specifications, then the rest of the project will flow smoothly.

We help with that initially by developing appropriate data specifications, then with quality assurance software tools to check the consistency of data batches prepared by the library, then with the Veridian CMS itself, which produces extensive reports on any inconsistencies found when data batches are ingested.