



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 123-2016

SUPPLY AND DELIVERY OF DIGITAL CONTENT AND CATALOGUE RECORDS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF DIGITAL CONTENT AND CATALOGUE RECORDS.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, June 29th, 2017.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal in accordance with B8.;
- (b) Form B: Prices in accordance with B9.;
- (c) Technical Plan, in accordance with B10.;

B7.2 Further to B7.1(a), all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.3 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B1.1.

B7.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(a).

B7.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.8 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent shall state a price in **Canadian funds** for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

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

B9.2 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.3 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. TECHNICAL PLAN

B10.1 Proponents shall address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. All Proponents shall submit the following information in support of meeting the evaluation criteria. It is recommended that the Technical Plan be submitted following the format below (which should include, but not be limited to the following points):

B10.1.1 Content and Selection

- (a) Further to Form B:Prices column, the Proponent shall describe the approximate number of titles available. This information **is not** being evaluated pursuant to Total Bid Price B18.1(c), but is being evaluated pursuant to B18.1(d)(i).
- (b) Further to D2., indicate if the City would continue to have access to the digital files (provided during the contract period) if the contract was not extended.
 - (i) If continued access was provided please explain the model.
- (c) Describe the Proponent's ability to provide access to the Library's existing downloadable content at Contract start and for the duration of the awarded contract. This content includes downloadable eBooks and eAudiobooks.
- (d) Describe the Proponent's selection model for available content (would a subscription package be available or would it be individual title selection, etc.).
 - (i) In the case of individual title selection, describe the selection process and tools available (including features such as review sources, duplicate check, hold limit notification, expiring content notification, etc).
- (e) Describe how the Proponent acquires content that will be made available to the City. Include information on the scope of content, including languages, age levels, publishers, record labels, etc. If possible, provide electronic access to a current list of titles that are provided.
 - (i) Describe goals for getting content into the selection models.
 - (ii) Describe the Proponent's ability to allow for hosting locally generated content and self-published works.
- (f) Provide detailed information on the Proponent's current licensing agreements with publishers/suppliers for digital content and services.
 - (i) Describe the purchase model for this service (one copy-one user vs. unlimited use (or both), download vs. streaming (or both), lease/license (and interval), etc.).
- (g) Describe the frequency and process for content update/addition/removal. How does the Proponent announce these changes?
- (h) What is the process for the library to suggest titles and/or publishers for addition to the Proponent's catalogue of titles?

B10.1.2 Platform

- (a) Does the Proponent offer the ability to suppress or turn off features and/or collections, and include multiple permission levels for viewing, ordering, reports, etc.?
- (b) Specify the method in which the streaming and/or downloadable media are delivered. Identify any specific software requirements for accessing or viewing the downloadable media.
- (c) Describe the frequency of planned platform modifications or upgrades and how the library will be notified.
- (d) Specify if the Proponent uses OCLC EZProxy or SIP2 authentication with an SSH tunnel for library card authentication. Specify if the service can conduct a Horizon-authenticated active user check. List any other methods of authentication available.
 - (i) Specify the Proponent's ability to maintain WPL borrower rules, i.e. customers may not borrow materials if their account balance is over a specified amount.
 - (ii) Describe the Proponent's ability to turn off authentication during an outage and provide details.
- (e) List all searching methods offered including, but not limited to, search by media type, title, browse an alphabetical title index and browse by category. Include those provided on the Proponent's platform, library webpage, and library catalogue.

- (f) State the Proponent's ability to provide unlimited 24-hour remote access for customers, as well as in-library use. Identify any associated conditions or restrictions on use.
- (g) Describe Proponent policy on customer confidentiality. Does the Proponent guarantee to never send promotional or related emails to customers unless they specifically request it?
- (h) Describe the Proponent's storage requirements for WPL customer data (library card number and PIN). If stored, describe where (Canada or elsewhere) and how.
- (i) Describe process Proponent follows when a WPL customer receives a new (replacement) library card. Is their current information maintained? How is it transferred to the new card?
- (j) What is the interval between purchase and end user availability?

B10.1.3 Support and Marketing

- (a) Describe the Proponent's technical support that would be available to the Library staff and to library customers. State all available help resources for customers and staff to use with troubleshooting (Help files, FAQs, etc.). List the hours (Central Time) of customer service and technical support for library staff and library customers.
- (b) Describe the Proponent's training material and training process for Winnipeg Public Library staff and library customers.
- (c) List any marketing tools provided to the library at no additional cost beyond contract pricing.
- (d) State whether Proponent allows for library branding and where the library brand would be placed.

B10.1.4 End user design

- (a) Describe the User Experience in searching and streaming and/or downloading media from the Proponent, including whether the Proponent's service has a mobile app available, what type of devices the app is compatible with and how the app can be accessed by mobile devices.
- (b) Specify the terms of access and circulation model for a downloadable media title, including checkout length and number of simultaneous users and identify any associated conditions, cost or restrictions.
- (c) Describe available reader features and options such as built-in dictionary, text to speech, night mode, bookmarks, global text search, etc.

B10.1.5 Cataloguing

- (a) Describe the cataloguing records that would be provided.
 - (i) Describe how and when these records would be accessed and loaded into the library's ILS.
- (b) Provide information on the availability of MARC records, who creates the MARC records, and what standards are followed (AACR2 or RDA).
- (c) Describe catalogue enrichment services provided, if any.
- (d) State the Proponent's ability to maintain integration and compatibility with the current version and all future versions of the SirsiDynix Integrated Library System (ILS) Horizon (version 7.5.3) and the OPAC Enterprise online catalogue (version 4.3).
- (e) As an alternative to cataloguing records, specify the Proponent's availability of a SirsiDynix eResource Central hook for collections.

B10.1.6 Reporting

- (a) List the reporting features the Proponent's platform provides including circulation, inventory turnover, number of holds placed, holds cancelled, holds fulfilled, hold ratios, inventory, and expired content. Provide and attach examples.

- (i) Describe how the Proponent's reports would be exported into standard file formats. Please list the file types.
- (ii) Describe if Proponent's reports could be automated for automatic distribution.
- (iii) Describe the Proponent's ability to provide customized reports.

B10.1.7 Experience of Proponent and Subcontractors

- (a) The Proposal should include details demonstrating the history and experience of the Proponent and Subcontractors in providing digital streaming and/or downloadable material with catalogue records for three library collections of similar complexity, scope and value. For each library collection listed in B10.1 bid on, the Proponent should submit:
 - (i) description of the collection(s);
 - (ii) role of the Proponent;
 - (iii) reference information (two current library contacts from libraries of a similar size with telephone numbers).
- (b) Where applicable, information should be separated into Proponent and Subcontractor project listings.
- (c) The Proposal should include years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.
 - (i) Number of years the product has been offered.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) David Narcisso
CVS-Midwest Tapes
- (b) Bryan Messersmith
Recorded Book
- (c) Jim Monastra
OverDrive Inc.

B12. QUALIFICATION

B12.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B12.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) be capable to continue to support the following browsers:
 - (i) Chrome,
 - (ii) Edge
 - (iii) Firefox
 - (iv) I.E.
 - (v) Safari
 - (d) be capable to continue to support the following operating systems:
 - (i) Google's Android OS,
 - (ii) Apple's IOS,
 - (iii) Microsoft's Windows Mobile OS, and
 - (e) Have the ability to platform interface with SirsiDynix Enterprise version 4.3, version 4.5.2 and future versions, and SirsiDynix Horizon version 7.5.1, version 7.5.4 and future versions.

B12.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B12.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

B15.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B15.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. INTERVIEWS

- B16.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

- B18.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B12: (pass/fail)
 - (c) Total Bid Price 35 points
 - (i) Average Cost/Item for 26 Uses 30 points;
 - (ii) Platform Fee 2 points;
 - (iii) Cataloguing Charges 3 points.
 - (d) Technical Plan 65 points
 - (i) Content and Selection 30 points;

- | | | |
|-------|---|------------|
| (ii) | Platform | 5 points; |
| (iii) | Support and Marketing | 5 points; |
| (iv) | End user design | 15 points; |
| (v) | Cataloguing | 2 points; |
| (vi) | Reporting | 4 points; |
| (vii) | Experience of Proponents and Subcontractors | 4 points. |

- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be based on (AVERAGE COST PER ITEM FOR 26 USES, plus the Platform fee, plus the Cataloguing charges) from FORM B:PRICES .
- B18.5 Notwithstanding B18.1(d), where Proponents fail to provide a response to B7.1(c) the score of zero may be assigned to the incomplete part of the response.
- B18.6 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.
- B18.6.1 Notwithstanding B9.1, the Proponent may, but is not required to bid on all items.
- B18.6.2 Notwithstanding B19.3, the City shall not be obligated to award any item to the responsible Proponent submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Proponent has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.
- B18.6.3 The City may award multiple contracts for each item. Criteria includes price, quantity of available content, desirability of available content and ease of use of the user platform.
- B18.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B18.
- B19.4 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B19.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B19.6 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the Supply and Delivery of Digital Streaming and Downloadable Material and Catalogue Records for the period from date of award until December 31, 2019 , with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2017.

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Goods;
- (b) "**WPL**" means Winnipeg Public Library;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Barbara Bourrier-Lacroix
Collections Librarian, Winnipeg Public Library
Telephone No.: 204 986-4561
Email Address: bbourrier-lacroix@winnipeg.ca

D4.2 Bids Submissions must be submitted to the address in B7.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.2 **Bids Submissions must be submitted to the address in B7.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Initial start-up delivery shall be a maximum of forty-five (45) Business days from the date of award.
- (a) In the case where content is ordered individually by WPL goods shall be made available on the Proponent's website and/or platform within 48 hours of the placing of an order.

D10. ORDERS

- D10.1 The Contractor shall provide a website, and local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed, if applicable

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) order date(s);
- (b) delivery date(s); and
- (c) description and quantity of goods supplied.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
- Acquisitions, Support Services (3rd floor)
c/o Millennium Library
251 Donald Street
Winnipeg, Manitoba
Canada R3C 3P5
- Facsimile No.: 204-986-6729
Email: [addresses will be supplied when contract is awarded.](#)
- D12.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
- (b) date of delivery
- (c) invoice date
- (d) invoice number
- (e) delivery address;
- (f) title and quantity of goods delivered;
- (g) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts;
- (h) administration fees/services charges, if applicable; and
- (i) the Contractor's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Bids Submissions must be submitted to the address in B7.

D13. PAYMENT

- D13.1 Further to C11, payment shall be net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D13.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

- D14.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. HISTORY

- E2.1 Winnipeg is a multicultural city with many language and cultural groups represented. It is officially bilingual in English and French. The Library Services Division of the City of Winnipeg serves a diverse population of more than 718,000 people from a large central library (Millennium Library) and 19 branch libraries. Millennium Library is located at 251 Donald Street and it is the central purchasing body for all the branches. Winnipeg Public Library provides access to a broad array of information for all ages including books, music CDs, DVDs/Blu-rays, periodicals, electronic databases, and downloadable books, music and videos. It is also the community resource for a wide variety of programs and activities for people of all ages. In 2017, Winnipeg Public Library's operating budget for materials is \$3,148,000.00
- E2.2 The anticipated budget for digital content for items listed in Form B: Prices for fiscal year 2017 is \$400,000.00

E3. GOODS

- E3.1 The Contractor shall supply Digital Content and Catalogue Records in accordance with the requirements hereinafter specified.
- E3.2 Content and Selection - multilingual items include major world languages, other than English or French, such as Spanish, Russian, Chinese, Arabic, Farsi, etc..
- E3.3 Cataloguing - Machine-Readable Cataloguing (MARC) records for most digital downloadable/streaming content are currently included and maintained in the WPL online catalogue. Integration and compatibility with the current version and all future versions of the SirsiDynix Integrated Library System (ILS) Horizon (version 7.5.3), the OPAC Enterprise online catalogue (version 4.3) must be maintained to ensure continued functionality
- E3.4 ITEM NO. 1a(i)(ii)(iii) – Audiobooks Downloadable Adult
The Audiobooks Downloadable–Adult collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults that can be downloaded to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).
- E3.5 ITEM NO. 1b(i)(ii)(iii) – Audiobooks Downloadable–Young Adult
The Audiobooks Downloadable–Young Adult collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for teen and young adults that can be downloaded to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).
- E3.6 ITEM NO. 1c(i)(ii)(iii) – Audiobooks Downloadable–Juvenile
The Audiobooks Downloadable–Juvenile collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for children (0-12 years) that can be downloaded to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).

- E3.7 ITEM NO. 1d(i)(ii)(iii) – Audiobooks Streaming–Adult
The Audiobooks Streaming–Adult collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults that can be streamed to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).
- E3.8 ITEM NO. 1e(i)(ii)(iii) –Audiobooks Streaming–Young Adult
The Audiobooks Streaming–Young Adult collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for teen and young adults that can be streamed to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).
- E3.9 ITEM NO. 1f(i)(ii)(iii) – Audiobooks Streaming–Juvenile
The Audiobooks Streaming–Juvenile collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for children (0-12 years) that can be streamed to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in English, French or multilingual (other languages).
- E3.10 ITEM NO. 2a(i)(ii)(iii) – Books Downloadable–Adult
The Books Downloadable–Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.11 ITEM NO. 2b(i)(ii)(iii) – Books Downloadable–Young Adult
The Books Downloadable–Young Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for teens and young adults that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.12 ITEM NO. 2c(i)(ii)(iii) – Books Downloadable–Juvenile
The Books Downloadable–Juvenile collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for children (0-12 years) that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.13 ITEM NO. 2d(i)(ii)(iii) – Books Streaming–Adult
The Books Streaming–Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.14 ITEM NO. 2e(i)(ii)(iii) – Books Streaming–Young Adult
The Books Streaming–Young Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for teens and young adults that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.15 ITEM NO. 2f(i)(ii)(iii) – Books Streaming–Juvenile
The Books Streaming–Juvenile collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for children (0-12 years) that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.16 ITEM NO. 3a(i)(ii)(iii) –Video Downloadable–Adult
The Video Streaming–Adult collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as selected popular TV series, music, travel, exercise and other educational and instructional topics, for adults that can be downloaded to a computer, tablet or mobile device, in English, French or multilingual (other languages).

- E3.17 **ITEM NO. 3b(i)(ii)(iii) – Video Downloadable–Young Adult**
The Video Downloadable–Young Adult collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as popular TV series, music, travel, exercise and other educational and instructional topics, for teen and young adults that can be downloaded to a computer, tablet or mobile device, in English, French or multilingual (other languages).
- E3.18 **ITEM NO. 3c(i)(ii)(iii) – Video Downloadable–Juvenile**
The Video Downloadable–Juvenile collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as popular TV series, music, travel, exercise and other educational and instructional topics, for children (0-12 years) that can be downloaded to a computer, tablet or mobile device, in English, French or multilingual (other languages).
- E3.19 **ITEM NO. 3d(i)(ii)(iii) – Video Streaming–Adult**
The Video Streaming–Adult collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as popular TV series, music, travel, exercise and other educational and instructional topics, for adults that can be streamed to a computer, tablet or mobile device, in English, French or multilingual (other languages).
- E3.20 **ITEM NO. 3e(i)(ii)(iii) – Video Streaming–Young Adult**
The Video Streaming–Young Adult collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as popular TV series, music, travel, exercise and other educational and instructional topics, for teens and young adults that can be streamed to a computer, tablet or mobile device, in English, French or (multilingual) other languages.
- E3.21 **ITEM NO. 3f(i)(ii)(iii) – Video Streaming–Juvenile**
The Video Streaming–Juvenile collection consists of digital versions of feature films, including current high-interest titles, classics and foreign films, as well as popular TV series, music, travel, exercise and other educational and instructional topics, for children (0-12 years) that can be streamed to a computer, tablet or mobile device, in English, French or multilingual (other languages).
- E3.22 **ITEM NO. 4a(i)(ii)(iii) – Music Downloadable–Adult**
The Music Downloadable–Adult collection consists of digital files of popular music for adults that reflects current tastes and local interest, including classical, pop, rock, jazz, country, sacred and film soundtracks that can be downloaded to a computer, tablet, mobile device or MP3 player. Titles should be available in English, French or multilingual (other languages).
- E3.23 **ITEM NO. 4b(i)(ii)(iii) – Music Downloadable–Young Adult**
The Music Downloadable–Young Adult collection consists of digital files of popular music for teens and young adults that reflects current tastes and local interest, including classical, pop, rock, jazz, country, sacred and film soundtracks that can be downloaded to a computer, tablet, mobile device or MP3 player. Titles should be available in English, French or multilingual (other languages).
- E3.24 **ITEM NO. 4c(i)(ii)(iii) – Music Downloadable–Juvenile**
The Music Downloadable–Juvenile collection consists of digital files of popular music for children (0-12 years) that reflects current tastes and local interest, including film soundtracks, children’s music and nursery rhymes, that can be downloaded to a computer, tablet, mobile device or MP3 player. Titles should be available in English, French or multilingual (other languages).
- E3.25 **ITEM NO. 4d(i)(ii)(iii) – Music Streaming–Adult**
The Music Streaming–Adult collection consists of digital files of popular music for adults that reflects current tastes and local interest, including classical, pop, rock, jazz, country, sacred and film soundtracks that can be streamed to a computer, tablet or mobile device. Titles should be available in English, French or multilingual (other languages).

- E3.26 **ITEM NO. 4e(i)(ii)(iii) – Music Streaming–Young Adult**
The Music Streaming–Young Adult collection consists of digital files of popular music for teens and young adults that reflects current tastes and local interest, including classical, pop, rock, jazz, country, sacred and film soundtracks that can be streamed to a computer, tablet or mobile device. Titles should be available in English, French or multilingual (other languages).
- E3.27 **ITEM NO. 4f(i)(ii)(iii) – Music Streaming–Juvenile**
The Music Streaming–Juvenile collection consists of digital files of popular music for children (0-12 years) that reflects current tastes and local interest, including film soundtracks, children’s music and nursery rhymes, that can be streamed to a computer, tablet or mobile device. Titles should be available in English, French or multilingual (other languages).
- E3.28 **ITEM NO. 5a(i)(ii)(iii) – Comics Downloadable–Adult**
The Comics Downloadable–Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for adults, that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.29 **ITEM NO. 5b(i)(ii)(iii) – Comics Downloadable–Young Adult**
The Comics Downloadable–Young Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for teens and young adults, that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.30 **ITEM NO. 5c(i)(ii)(iii) – Comics Downloadable–Juvenile**
The Comics Downloadable–Juvenile collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for children ages 0-12, that have been optimized for reading online and can be downloaded to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.31 **ITEM NO. 5d(i)(ii)(iii) – Comics Streaming–Adult**
The Comics Streaming–Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for adults, that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.32 **ITEM NO. 5e(i)(ii)(iii) – Comics Steaming–Young Adult**
The Comics Streaming–Young Adult collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for teens and young adults, that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).
- E3.33 **ITEM NO. 5f(i)(ii)(iii) – Comics Streaming–Juvenile**
The Comics Streaming–Juvenile collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular graphic novels, individual comic editions and manga, for children ages 0-12, that have been optimized for reading online and can be streamed to a computer, eReader or mobile device, in English, French or multilingual (other languages).