



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 948-2024

**SUPPLY AND DELIVERY OF DIGITAL LIBRARY CONTENT AND CATALOGUE
RECORDS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply and Delivery of Digital Library Content and Cataloguing Records

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 2, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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 D5.1.

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 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.

B3.4 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.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Request for Proposal 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

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 their 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 they wish 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 their 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 B20.
- 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: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10; and
 - (b) Technical Plan (Section D) in accordance with B11.
- B7.3 Further to B7.1, 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.
- B7.4 Further to B7.2, all components of the Proposal should 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.
- B7.5 Proposal format, including 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 proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 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

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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.

B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.

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. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 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:

- (a) description of the collection(s);
- (b) role of the Proponent;
- (c) reference information (two current library contacts from libraries of a similar size with telephone numbers).

B10.2 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

- (a) Number of years the product has been offered.

B11. TECHNICAL PLAN (SECTION D)

B11.1 Proponents should address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. Proponents should 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 information).

B11.1.1 Content and Selection

- (a) Further to Form B: Prices column, the Proponent should describe the approximate number of titles available. This information **is not** being evaluated pursuant to Total Bid Price B20.1(c), but is being evaluated pursuant to B20.1(e)(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 Winnipeg Public Library's existing digital content at Contract start and for the duration of the awarded Contract. This content includes eBooks and digital audiobooks.
- (d) Describe the Proponent's selection model for available content (i.e. subscription-based, individual title selection or full catalogue).
 - (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, etc. If possible, provide electronic access to 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 book.
- (f) Provide detailed information on the Proponent's current licensing agreements with publishers/suppliers for digital content and services:
 - (i) Describe the purchase model(s) for this service (one copy-one user, unlimited use, subscriptions/leasing models, streaming, downloadable, etc.).
- (g) Describe the frequency and process for content update/addition/removal.

- (h) Describe the process for the City to suggest titles and/or publishers for addition to the Proponent's catalogue of titles.

B11.1.2 Platform

- (a) Describe the Proponent 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 media.
- (c) Describe the frequency of planned platform modifications or upgrades and how the City will be notified.
- (d) Specify in 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 use check. List any other methods of authentication available.
 - (i) Specify the Proponent's ability to maintain Winnipeg Public Library borrower rules, including, but not limited to, suspension of borrower accounts if their account balance is over a specified amount, has reached the allowable number of overdue items, or is expired, as well as maintaining check-out limits and access restrictions (R rated) for specific membership types.
 - (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, borrower app, 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. State if the Proponent guarantees to never send promotional or related emails to customers unless they specifically request it.
- (h) Describe the Proponent's storage requirements for Winnipeg Public library customer data (library card number and PIN). If stored, describe where (Canada or elsewhere) and how.
- (i) Describe process followed by the Proponent when a Winnipeg Public Library customer receives a new (replacement) library card, including borrower information retention and how it is transferred to the new card.
- (j) What is the interval between purchase and end-user availability?

B11.1.3 Support and Marketing

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

B11.1.4 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.

B11.1.5 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 7.5.6) and the OPAC Enterprise online catalogue (version 5.1.0.6).
- (e) As an alternative to cataloguing records, specify the Proponent's availability of a SirsiDynix eResource Central hook for collections.

B11.1.6 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.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) N/A.

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with their Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B13.4 Without limiting B13.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B14. QUALIFICATION

B14.1 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.

B14.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 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) 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 5.1.0.6 and future versions, and SirsiDynix Horizon version 7.5.164.22, database version 7.5.164.0 and future versions; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.4 and D6).

B14.4 Further to (f) the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.5 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.

B14.6 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B15.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by

other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 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.

B19.2 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.

B19.3 If, in the course of negotiations pursuant to B19.2, 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.

B20. EVALUATION OF PROPOSALS

B20.1 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 B14: (pass/fail)
- (c) Evaluated Bid Price; 30%
 - (i) Average cost/item for 26 uses 25%

(ii) Platform Charges	2%	
(iii) Cataloguing Charges	3%	
(d) Experience of Proponent and Subcontractors; (Section C)		5%
(e) Technical Plan; (Section D)		65%
(i) Content and Selection	35%	
(ii) Platform	5%	
(iii) Support and Marketing	5%	
(iv) End-User Design	10%	
(v) Cataloguing	5%	
(vi) Reporting	5%	

- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.5 Further to B20.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.5.
- B20.6 Further to B20.1(c) the Evaluated Bid Price shall be average cost per item for 26 uses, plus the Platform fee, plus the Cataloguing charges for each item shown on Form B: Prices.
- B20.7 Further to B20.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B20.8 Further to B20.1(e), Technical Plan will be evaluated in accordance with B11.
- B20.9 Notwithstanding B20.1(d) to B20.1(e), where Proponents fail to provide a response to B7.2(a) to B7.2(b), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B20.12 This Contract may be awarded separately by item as identified on Form B: Prices.
- B20.12.1 Notwithstanding B9.1, the Proponent may, but is not required, to bid on all items.
- B20.12.2 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.
- B20.12.3 Notwithstanding B21.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in their best interests. If the Bidder has not bid on all

items, they shall have no claim against the City if their partial Bid is rejected in favour of an award of the Contract as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 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 qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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 their 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent(s) submitting the most advantageous offer.
- B21.4 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B21.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B21.5.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B21.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, 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 of the supply and delivery of digital library content and catalogue records from January 1, 2025 to December 31, 2026, with the option of four (4) mutually agreed upon two (2) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

(a) Supply and deliver digital library content and catalogue records.

D2.3 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.4 Notwithstanding D2.1, 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.

D2.5 The funds available for this Contract are \$1,200,000 per fiscal year.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the

written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **"Cataloguing"** means machine readable cataloguing records (MARC) created for the ILS. Catalogue records are downloaded into the ILS (Horizon 7.5.6) to allow library users access to any part of the information contained in a record for an item in the library;
- (b) **"eResource Central"** is a SirsiDynis application that allows digital content to appear in Winnipeg Public Library's online catalogue;
- (c) **"ILS"** means integrated library system;
- (d) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
- (e) **"WPL"** means Winnipeg Public Library.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Irmy Nikkel
Administrative Coordinator of Collections & Borrower Services
Telephone No.: 431-334-8308
Email Address: inikkel@winnipeg.ca

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C16.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should

the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D8. INFORMATION MANAGEMENT

- D8.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D8.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D8.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D8.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D8.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D8.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D8.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D8.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;

- (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D8.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D8.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D8.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D8.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the direct deposit application form specified in D16.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. DELIVERY

D11.1 Initial start-up delivery shall be a maximum of fifteen (15) Business Days from the date of award.

D11.1.1 In the case where content is ordered individually by WPL, goods shall be made available on the Contractor's platform and/or website within 48 hours of the placing of an order.

D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D12.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D12.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of material or goods, production and/or manufacturing schedules or availability of staff as appropriate.

D12.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D12.5 Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D12.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D13. ORDERS

D13.1 The Contractor shall provide a website and a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D14.3 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

D15. INVOICES

D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Winnipeg Public Library
251 Donald Street
Winnipeg MB R3C 3P5

Facsimile No.: 204 986-6729

Send Invoices to (email address will be supplied when contract is awarded)

Send Invoice Inquiries to: (email address will be supplied when contract is awarded)

D15.2 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/service charges, if applicable; and
- (i) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D17. PAYMENT SCHEDULE

D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C11.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion,

determination, or decision unless and until same is modified by the process followed by the parties pursuant to D190.

D19.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D19.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D20.2 Further to D20.11.1, in the event that the obligations in D201 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in

C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D20.3 For the purposes of D201:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D20.4 Modified Insurance Requirements

D20.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D20.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D20.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D20.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Contractor

D20.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D20.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D20.6 Records Retention and Audits

D20.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D20.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D20.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D20.7 Other Obligations

D20.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D20.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D20.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D20.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D20.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply digital content and catalogue records in accordance with the requirements hereinafter specified.

E2.2 Cataloguing - Machine-Readable Cataloguing Records (MARC) – for some digital downloadable/streaming content are currently included and maintained in the WPL catalogue. Integration and compatibility with the current and all future versions of the SirsiDynix Integrated Library System (ILS) Horizon (version 7.5.6), the OPAC Enterprise online catalogue (version 5.1.0.6) must be maintained to ensure continued functionality.

E2.2.1 Availability of a SirsiDynix eResource Central hook for collections is an alternative to catalogue records.

E2.3 ITEM NO. 1 – 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, or other world languages (with the exception of French).

E2.4 ITEM NO. 2 – 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, or other world languages (with the exception of French).

E2.5 ITEM NO. 3 – 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, or other world languages (with the exception of French).

E2.6 ITEM NO. 4 – 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, or other world languages (with the exception of French).

E2.7 ITEM NO. 5 –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, or other world languages (with the exception of French).

E2.8 ITEM NO. 6 – 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, or other world languages (with the exception of French).

E2.9 ITEM NO. 7 – 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, or other world languages (with the exception of French).
- E2.10 ITEM NO. 8 – 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, or other world languages (with the exception of French).
- E2.11 ITEM NO. 9 – 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 or other world languages (with the exception of French).
- E2.12 ITEM NO. 10 – 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 or other world languages (with the exception of French).
- E2.13 ITEM NO. 11 – 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 or other world languages (with the exception of French).
- E2.14 ITEM NO. 12 – 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 or other world languages (with the exception of French).
- E2.15 ITEM NO. 13 –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 other world languages.
- E2.16 ITEM NO. 14 – 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 other world languages.
- E2.17 ITEM NO.15 – 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 other world languages.
- E2.18 ITEM NO. 16 – 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 other world languages.
- E2.19 ITEM NO. 17 – 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 other world languages.

- E2.20 ITEM NO. 18 – 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 other world languages.
- E2.21 ITEM NO. 19 – Magazines Downloadable—Adult. The Magazines Downloadable—Adult collection consists of digital versions of magazines, including popular and high-interest titles, for adults that have been optimized for reading online and can be downloaded to a computer, tablet or mobile device, in English, French or other world languages.
- E2.22 ITEM NO. 20 – Magazines Downloadable—Young Adult. The Magazines Downloadable—Young Adult collection consists of digital versions of magazines, including popular and high-interest titles, for teens and young adults that have been optimized for reading online and can be downloaded to a computer, tablet or mobile device, in English, French or other world languages.
- E2.23 ITEM NO. 21 – Magazines Downloadable—Juvenile. The Magazines Downloadable—Juvenile collection consists of digital versions of magazines, including popular and high-interest titles, for children ages 0-12 that have been optimized for reading online and can be downloaded to a computer, tablet or mobile device, in English, French or other world languages.
- E2.24 ITEM NO. 22 – Magazines Streaming—Adult. The Magazines Streaming—Adult collection consists of digital versions of magazines, including popular and high-interest titles, for adults that have been optimized for reading online and can be streamed to a computer, tablet or mobile device, in English, French or other world languages.
- E2.25 ITEM NO. 23 – Magazines Streaming—Young Adult. The Magazines Streaming—Young Adult collection consists of digital versions of magazines, including popular and high-interest titles, for teens and young adults that have been optimized for reading online and can be streamed to a computer, tablet or mobile device, in English, French or other world languages.
- E2.26 ITEM NO. 24 – Magazines Streaming—Juvenile. The Magazines Streaming—Juvenile collection consists of digital versions of magazines, including popular and high-interest titles, for children ages 0-12 that have been optimized for reading online and can be streamed to a computer, tablet or mobile device, in English, French or other world languages.
- E2.27 ITEM NO. 25– 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 or other world languages (with the exception of French).
- E2.28 ITEM NO. 26 – 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 or other world languages (with the exception of French).
- E2.29 ITEM NO. 27 – 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 or other world languages (with the exception of French).
- E2.30 ITEM NO. 28 – 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 or other world languages (with the exception of French).

- E2.31 ITEM NO. 29 – 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 or other world languages (with the exception of French).
- E2.32 ITEM NO. 30 – 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 or other world languages (with the exception of French).