



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 724-2014**

**REQUEST FOR PROPOSAL FOR THE SUPPLY, DELIVERY, INSTALLATION AND  
MAINTENANCE OF A SELF-CHECK-IN DEVICE AT THE CHARLESWOOD  
LIBRARY**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

|                  |   |
|------------------|---|
| Form A: Proposal | 1 |
| Form B: Prices   | 3 |

### PART B - BIDDING PROCEDURES

|  |   |
|--|---|
| B1. Contract Title                                   | 1 |
| B2. Submission Deadline                              | 1 |
| B3. Enquiries  | 1 |
| B4. Confidentiality                                  | 1 |
| B5. Addenda  | 2 |
| B6. Substitutes                                      | 2 |
| B7. Proposal Submission                              | 3 |
| B8. Proposal   | 4 |
| B9. Prices   | 4 |
| B10. Qualification                                   | 5 |
| B11. Experience of the Bidder                        | 5 |
| B12. Detailed Work Schedule and Payment Schedule     | 6 |
| B13. Detailed Response to Part E                     | 6 |
| B14. Opening of Proposals and Release of Information | 6 |
| B15. Irrevocable Offer                               | 7 |
| B16. Withdrawal of Offers                            | 7 |
| B17. Interviews                                      | 7 |
| B18. Negotiations                                    | 7 |
| B19. Evaluation of Proposals                         | 8 |
| B20. Award of Contract                               | 9 |

### PART C - GENERAL CONDITIONS

|                        |   |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

### PART D - SUPPLEMENTAL CONDITIONS

#### General

|  |   |
|--|---|
| D1. General Conditions   | 1 |
| D2. Scope of Work  | 1 |
| D3. Contract Administrator                                       | 1 |
| D4. Ownership of Information, Confidentiality and Non Disclosure | 1 |
| D5. Notices  | 2 |

#### Submissions

|                                    |   |
|------------------------------------|---|
| D6. Authority to Carry on Business | 2 |
| D7. Insurance                      | 2 |
| D8. Material Safety Data Sheets    | 3 |

#### Schedule of Work

|                  |   |
|------------------|---|
| D9. Commencement | 3 |
| D10. Orders      | 3 |
| D11. Records     | 3 |

#### Measurement and Payment

|               |   |
|---------------|---|
| D12. Invoices | 3 |
| D13. Payment  | 4 |

#### Warranty

|               |   |
|---------------|---|
| D14. Warranty | 4 |
|---------------|---|

### PART E - SPECIFICATIONS

#### General

|  |   |
|--|---|
| E1. Applicable Specifications and Drawings | 1 |
| E2. Background                             | 1 |

|                                    |   |
|------------------------------------|---|
| E3. Goods                          | 2 |
| <b>PART F - SECURITY CLEARANCE</b> |   |
| F1. Security Clearance             | 1 |

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR THE SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF A SELF-CHECK-IN DEVICE AT THE CHARLESWOOD LIBRARY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 22, 2014.

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 D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 Bidder is unsure of the meaning or intent of any provision therein, the Bidder 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 Bidders 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 Bidder who made the enquiry.

B3.6 The Bidder 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 Bidder by the City or acquired by a Bidder 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 Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidders. The Bidder 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 Bidder 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 Bidder 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 B19.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.9, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of the Bidder;
  - (b) Detailed Work Schedule and Payment Schedule;
  - (c) Detailed Response to Part E.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 Further to B7.1, all components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 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, to constitute a responsive Proposal.
- B7.6 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B7.7 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.7.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.11 Proposals shall be submitted to:

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

## **B8. PROPOSAL**

B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder 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 Bidder shall identify a contact person who is authorized to represent the Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder 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 "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder 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) duty;
- (b) freight and cartage;

- (c) 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;
- (d) 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 on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 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.

## **B10. QUALIFICATION**

B10.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

B10.2 The Bidder 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>

B10.3 The Bidder 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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F - .

B10.4 The Bidder 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 Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. EXPERIENCE OF THE BIDDER**

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Bidder and subcontractors in providing self-check-in devices on up to three projects of similar complexity, scope and value, in the last three (3) years.

B11.2 For each project listed in B11.1(a), the Bidder should submit:

- (a) description of the project;
- (b) project's original cost and final cost;
- (c) project schedule (anticipated project schedule and actual project delivery schedule);
- (d) project owner;
- (e) reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Bidder and subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and subcontractor.

## **B12. DETAILED WORK SCHEDULE AND PAYMENT SCHEDULE**

B12.1 Bidders should present a carefully considered implementation plan, taking into consideration the completion date provided in D2.3, with durations (weekly timescale) and milestone dates or events.

B12.2 The schedule must include, at a minimum:

- (a) the delivery date(s);
- (b) the installation date(s);
- (c) the configuration date(s);
- (d) the testing date(s);
- (e) the training date(s).

B12.2.1 The Bidder's schedule should include critical dates for review and approval processes by the City and the proposed payment schedule. Reasonable times should be allowed for completion of these processes.

B12.3 The Bidder should provide details on space, power and network requirements for proper system installation and operation.

B12.3.1 Further to B12.3, the Bidder should provide the construction requirements for the exterior wall based on Drawings A2.1 and A4.1.

## **B13. DETAILED RESPONSE TO PART E**

B13.1 The Bidder should provide a response to the requirements detailed in Part E.

## **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder 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.

**B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

**B16. WITHDRAWAL OF OFFERS**

B16.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder 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 Bidder'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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder 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.

**B17. INTERVIEWS**

B17.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

**B18. NEGOTIATIONS**

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

## **B19. EVALUATION OF PROPOSALS**

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10: (pass/fail);
- (c) Total Bid Price (40%);
- (d) Experience of the Bidder (15%);
- (e) Detailed Work Schedule and Payment Schedule (15%);
- (f) Detailed Response to Part E (30%);
- (g) economic analysis of any approved alternative pursuant to B6.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.

B19.4 Further to B19.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B19.4.1 Further to B19.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B19.5 Further to B19.1(d), Experience of the Bidder shall be evaluated considering the information submitted in response to B11.

B19.6 Further to B19.1(e), Detailed Work Schedule and Payment Schedule shall be evaluated considering the information submitted in response to B12.

B19.7 Further to B19.1(f), Detailed Response to Part E shall be evaluated considering the response submitted in response to B13.

B19.8 This Contract will be awarded as a whole. The City intends to award Item 1 and one (1) of the following:

- (a) Item 3; OR
- (b) Item 4; OR
- (c) Item 5.

B19.8.1 The City may choose to award Item 2 at a future date.

B19.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19.10 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.

**B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B19.
- B20.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B20.6 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 Goods* (Revision 2008 05 26) 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, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 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 the supply, delivery, installation and maintenance for the period from award of contract until the expiry of the awarded maintenance period, with the option of four (4) mutually agreed upon one (1) year extensions for the maintenance.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 of the start date of the maintenance period of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 It is desirable to have the Self-Check-In Device fully operational by January 5th, 2015.

D2.4 The City intends to award this contract by October 27, 2014.

D2.5 Notwithstanding D2.1, 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. Bidders are advised that monies have been approved for work up to and including December 31, 2014.

D2.6 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.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Betty Parry  
Support Services Administrative Coordinator  
Telephone No.: 204 986-5002  
Facsimile No.: 204 942-5671  
E-mail: [bparry@winnipeg.ca](mailto:bparry@winnipeg.ca)

D3.2 Bids Submissions must be submitted to the address in B7.11.

#### **D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D4.1 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.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D4.3 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.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

## **D5. NOTICES**

- D5.1 Notwithstanding C21.3, 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

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

### **D7. INSURANCE**

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **D8. MATERIAL SAFETY DATA SHEETS**

- D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D7;
    - (iv) the Material Safety Data Sheets specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. ORDERS**

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

### **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) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) 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 C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) 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 B7.11.

### **D13. PAYMENT**

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C10, 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 C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

| <u>Drawing No.</u> | <u>Drawing Name/Title</u>                 |
|--------------------|---|
| A2.1               | Main Floor Plan                           |
| A4.1               | Exterior Elevations and Building Sections |

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. BACKGROUND

E2.1 The Winnipeg Public Library system is made up of twenty (20) branches.

E2.1.1 For branch locations in Winnipeg visit here:  
<http://wpl.winnipeg.ca/library/contact/branches/branches.asp>

E2.2 The new Charleswood Library, currently under construction, will receive the self-check-in unit.

E2.3 The Charleswood Library's check-in volumes for 2013 were just over 209,000 items.

E2.4 The Charleswood Library is open 5 days per week from Labour Day to Victoria Day:

- (a) Monday – 10:00am – 8:30pm;
- (b) Tuesday – 10:00am – 8:30pm;
- (c) Thursday – 10:00am – 8:30pm;
- (d) Friday – 10:00am – 5:00pm;
- (e) Saturday – 10:00am – 5:00pm.

E2.5 The Charleswood Library is open 4 days per week from Victoria Day to Labour Day:

- (a) Monday – 10:00am – 8:30pm;
- (b) Tuesday – 10:00am – 8:30pm;
- (c) Thursday – 10:00am – 8:30pm;
- (d) Friday – 10:00am – 5:00pm.

E2.6 The Winnipeg Public Library utilizes Blue Boxes to hold items for shipping. Each Blue Box will hold 12-20 items on average.

E2.7 The Charleswood Library uses three groupings for their Blue Boxes: 1) All items belonging to the Millennium Library which is our central library, 2) all items that belong to branches other than Millennium or Charleswood libraries and 3) all items with a RUSH status (primarily for items on HOLD for pickup at other libraries).

E2.8 The Charleswood Library ships between 25 and 35 Blue Boxes after a long weekend. This is a worst case scenario.

E2.8.1 Blue Box deliveries for a two week period in December 2013, generally a slow period, is as shown below.

| BRANCH | 12/2/2013<br>Monday |     | 12/3/2013<br>Tuesday |     | 12/4/2013<br>Wednesday |     | 12/5/2013<br>Thursday |     | 12/6/2013<br>Friday |     | 12/7/2013<br>Saturday |     | 12/8/2013<br>Sunday |     | 12/9/2013<br>Monday |     | 12/10/2013<br>Tuesday |     | 12/11/2013<br>Wednesday |     | 12/12/2013<br>Thursday |     | 12/13/2013<br>Friday |     | 12/14/2014<br>Saturday |     | TWO<br>WEEK<br>BRANCH<br>TOTALS |
|--------|---------------------|-----|----------------------|-----|------------------------|-----|-----------------------|-----|---------------------|-----|-----------------------|-----|---------------------|-----|---------------------|-----|-----------------------|-----|-------------------------|-----|------------------------|-----|----------------------|-----|------------------------|-----|---------------------------------|
|        | IN                  | OUT | IN                   | OUT | IN                     | OUT | IN                    | OUT | IN                  | OUT | IN                    | OUT | IN                  | OUT | IN                  | OUT | IN                    | OUT | IN                      | OUT | IN                     | OUT | IN                   | OUT | IN                     | OUT |                                 |
| CHAS   | 14                  |     | 17                   |     | 16                     |     | 10                    |     | 14                  |     | 0                     |     | XXX                 | XXX | 14                  |     | 15                    |     | 19                      |     | 12                     |     | 13                   |     | 0                      |     | 144                             |
|        |                     | 17  |                      | 12  |                        | 12  |                       | 15  |                     | 13  |                       | 9   | XXX                 | XXX |                     | 18  |                       | 14  |                         | 4   |                        | 15  |                      | 0   | 26                     | 155 |                                 |

- E2.9 Book chute average volumes at the Charleswood Library are 964 items per week and 193 items per day.
- E2.10 The current address of the Charleswood Library is 5014 Roblin Boulevard, Winnipeg, Manitoba. The address for the new Charleswood Library is 4910 Roblin Boulevard, Winnipeg Manitoba.
- E2.10.1 Refer to Drawing A2.1 and A4.1 for area that will house the system.

**E3. GOODS**

**E3.1 The Self-Check-In Device:**

- (a) must support the use of Codabar barcodes on library material;
- (b) must distinguish between library barcodes and other barcodes on the material;
- (c) must be upgradable in the future to support RFID tags'
  - (i) Bidder should provide details on how the upgrade would be accomplished;
  - (ii) Bidder should provide cost information for this option including upfront and ongoing costs;
- (d) must interface with the library's Horizon system provided by SirsiDynix Inc.;
  - (i) Bidder should provide details on how this interface functions;
  - (ii) Bidder should provide details on what other ILSs are supported for the proposed solution;
- (e) must function properly and reliably from an exterior wall in the library. Exterior conditions possible in Winnipeg are:
  - (i) temperature ranges from -40 degrees Celsius to +40 degrees Celsius;
  - (ii) heavy rain with high winds;
  - (iii) high humidity in the summer and low humidity in the winter;
  - (iv) heavy snow falls with high winds;
- (f) should provide the patron an option to print a receipt;
  - (i) Bidder should provide details on the information displayed on the receipt;
- (g) should come with another option for patrons to return materials when the system is not functioning and the library is closed;
  - (i) Bidder should provide details on this backup option and how it would function both when the library is open or closed;
  - (ii) Bidder should provide cost information for this option including upfront and ongoing costs;
- (h) must be very easy for patrons to use;
  - (i) Bidder should provide details on the steps patrons must follow for successful use;
  - (ii) Bidder should provide details on the system help that is provided to patrons during use;
  - (iii) Bidder should provide details on the communication that is provided when the system is down for servicing;
  - (iv) Bidder should provide details on the communication that is provided when the system is down because of a failure;
- (i) must support a minimum of five (5) bins in operation at one time;
  - (i) Bidder should provide details on expanding the number of bins in the future. Include both upfront and ongoing costs;

- (ii) Bidder should provide capacity information for each bin type/size available;
  - (iii) Bidder should provide details on the operation of the bins proposed. i.e. what features are built into the bin;
  - (iv) Bidder should provide details on the use of the bins by staff. i.e. changing bins, emptying bins, moving the bins, etc.;
  - (v) Bidder should provide details on alarms that would be triggered automatically during system operation. Outline the type of alarms that would be triggered, how the alarm would be noticed by staff and how the alarm is reset or cancelled;
  - (vi) Bidder should provide details on the circumstances that would require replacing a bin with a new one. i.e. bin not repairable;
- (j) must have configurable sorting options;
  - (k) must be able to sort by location (branch), format (item type) and status (holds);
  - (l) must be configurable to handle groups of locations and item types. Eg. all items for 19 branches can be sorted into one bin, all CDs, DVDs and Blurays can be sorted into one bin, all Holds for every other branch, etc.;
  - (m) must support the processing of floating collections. Floating collections are items that, once checked in at any branch, becomes the property of that branch. i.e. the item does not get sent back to the previous owning branch;
    - (i) Bidder should provide details on the configuration steps including how the configuration would be changed if we add or delete a branch or item type;
    - (ii) Bidder should provide details on the sorting options and any existing limits. Eg. no more than 15 branches can be sorted into the same bin;
    - (iii) Bidder should provide a recommended sorting configuration given the library information provided and using a 5 bin sorter;
    - (iv) Bidder should provide a recommended number of spare bins given the library information provided;
  - (n) should be usable by staff from inside the building to process a large amount of returns that were dropped off at the returns counter;
    - (i) Bidder should provide details on how this would be accomplished;
    - (ii) Bidder should provide cost information for this functionality including both upfront and ongoing costs;
  - (o) should require a minimum of staff intervention to operate properly;
    - (i) Bidder should provide details on the staff intervention required and when;
  - (p) must include on-site training for library staff;
    - (i) Bidder should provide details on the training proposed, the length of the training, and the recommended staff to attend the training;
    - (ii) Bidder should provide details on the prerequisite skills required for each training session;
    - (iii) Bidder should identify other options for receiving training;
  - (q) must provide system monitoring capabilities;
    - (i) Bidder should provide details on any system monitoring options available;
    - (ii) Bidder should provide details on how system monitoring could be accomplished by staff in the branch;
    - (iii) Bidder should outline if and how system monitoring could be done remotely;
  - (r) must include annual maintenance for both hardware and software;
    - (i) Bidder should provide details on support options, both local and remote;
    - (ii) Bidder should provide details on library staff involvement in problem resolutions.

- E3.2 The Contract Administrator, or designate, expects system failures to be resolved in less than two library business days from the time the problem was reported to the Contractor. See the library's business days in E2.4 and E2.5.
- E3.2.1 If a reported problem takes longer than two (2) library business days to resolve, the Contractor shall reduce the upcoming annual maintenance amount by ten (10) percent. This reduction would apply for each reported problem that takes more than two library business days to resolve. The total reduction for the year will not exceed one hundred (100) percent.
- E3.2.2 If a reported problem takes longer than nine (9) library business days to resolve, the Contractor shall reduce the upcoming annual maintenance amount by twenty (20) percent. For these instances, the twenty (20) percent reduction replaces the ten (10) percent reduction that would have applied for the two business day breach.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities;
  - (c) communicating with residents and homeowners in person or by telephone.
- F1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search)
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.2.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.3 Prior to the commencement of any Work specified in F1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in F1.1.
- F1.7 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities;
- shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- F1.8 Prior to the commencement of any Work specified in F1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply

the Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.