

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 811-2015

**SUPPLY AND DELIVERY OF ENGLISH LANGUAGE LIBRARY MATERIALS,
CATALOGUE RECORDS AND PROCESSING (OPTIONAL)**

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BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND DELIVERY OF ENGLISH LANGUAGE LIBRARY MATERIALS, CATALOGUE RECORDS AND PROCESSING (OPTIONAL)

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, March 1, 2016.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

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

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

B7. PROPOSAL SUBMISSION

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

- (a) Form A: Proposal;
- (b) Form B: Prices
- (c) Technical Plan, pursuant to B10

B7.2 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.

B7.3 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including samples and four (4) copies for sections identified in B7.1.

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

B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.5.

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

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

B7.8 Proposals shall be submitted to:

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

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

B8. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

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

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work, notwithstanding ITEM NO. 3 Sections A-F, 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 Approx. Dollar Value Annually listed on Form B: Prices is 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.

B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. TECHNICAL PLAN

Order Fulfillment

- B10.1 The Proponent should provide:
- (a) evidence of ability to source and supply a wide range of materials for section(s) bid;
 - (b) proposed turnaround time for delivery of materials;
 - (c) proposed method of dealing with orders more than six (6) months old;
 - (d) proposed method of dealing with damaged or defective material;
 - (e) evidence of ability to adapt to the library's evolving requirements;

Cataloguing

- B10.2 The Proponent should provide:
- (a) cataloguing source information;
 - (b) samples of original cataloguing and copy cataloguing for each section bid, further to E3.1;
 - (c) description of authority control if available;
 - (d) details on incorporation of item/copy level information in bibliographic record;
 - (e) proposed timeline for electronic delivery of catalogue records for original and copy catalogue records.

Processing (optional – Bonus points)

- B10.3 The Proponent should provide:
- (a) a description of processing abilities;
 - (b) details on specific processing further to requirements noted in E3.2;
 - (c) a proposed timeline for delivery of fully processed library materials;
 - (d) evidence of ability to adapt to the library's evolving requirements.

Collection Development And Support Services

- B10.4 The Proponent should provide:
- (a) a clear description of the structure and service support for the selection of materials such as hotlists, websites, publisher's catalogues, etc.;
 - (b) an outline of its ability to provide Automatic Release Plans (ARPs) further to E1.7;
 - (c) hours of operation for technical and customer service support for City of Winnipeg Library indicating contacts, business days and times available;
 - (d) samples of all available reports including delays, cancellations, etc.;
 - (e) proposed invoicing protocol.

Experience of Proponent

- B10.5 Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity. The Proposal should include firm profile information as it relates to the Work, including:
- (a) general firm profile information;
 - (b) years in business,
 - (c) average volume of work,
 - (d) number of employees;
 - (e) company background information including description of experience with specific materials types the Proponent is proposing;

- (f) description of scope of coverage and any limitations and exclusions to the materials Proponent is proposing to supply; and
- (g) any other pertinent information.

B10.6 The Proposal should include history and experience of the Proponent, including:

- (a) details demonstrating its provision of order fulfillment, selection tools, materials, cataloguing and processing on **3 (three) customers** of similar complexity, scope and value within the last 5 years. A minimum of one customer should be from a Canadian public library similar in size to the Winnipeg Public Library;

B10.6.1 For each project listed in B10.6, the Proponent should submit:

- (i) description of the library customer and role of the Proponent;
- (ii) reference information (two current names with telephone numbers per customer).

B11. QUALIFICATION

B11.1 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.

B11.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor and information as required by B7.1.

B11.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

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. QUALIFICATION

B13.1 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.

B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B13.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

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

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent 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 Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

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

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 Proponent's authorized representatives named in Paragraph 0 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 0 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 Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

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

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 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 B13: (pass/fail)

- | | | |
|-------|---|---------|
| (c) | % discount on list price (materials ordered – Form B:Prices) | 30 pts; |
| (d) | Cataloguing per title – Unit Price (Form B:Prices) | 10 pts; |
| (e) | Technical Plan | |
| (i) | Proposed order fulfillment, further to B10.1 | 20 pts; |
| (ii) | Cataloguing, further to B10.2 | 15 pts; |
| (iii) | Processing (optional – Bonus points), further to B10.3 | 15 pts; |
| (i) | price per item; | |
| (ii) | capability to process to library specifications; | |
| (iv) | Collection development and Support Services, further to B10.4 | 20 pts; |
| (v) | Experience of Proponent, further to B10.5 | 5 pts. |
- 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 Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B19.4 Further to B19.1 (c) the percent discount on list price shall be evaluated for item 1, for Sections A - F, shown on Form B: Prices.
- B19.5 Further to B19.1(d), the cost of cataloguing per title shall be evaluated for item 2, for Sections A-F. shown on Form B: Prices.
- B19.6 Further to B19.1(e)(iii), processing (**optional – Bonus points**) shall be evaluated for item 3 for Sections A-F shown on Form B:Prices and shall be adjusted if necessary as follows:
- B19.6.1 If the lowest evaluated responsive Bids submitted for Item 3 for Sections A-F, by a responsible and qualified Proponent is within the budgetary provision for the Work, no adjustment will be made to the Bid price, or
- B19.6.2 if the lowest evaluated responsive Bid submitted for Item 3 for Sections A-F, by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Bid Prices of all responsive Bids submitted by responsible and qualified Proponents will be adjusted deducting Item 3.
- B19.7 Further to B19.1(e), the Technical Plan shall be evaluated considering the content and comprehensiveness of the response to B10
- (a) Where Proponents fail to provide a response to B10.1, to B10.6 the score of zero may be assigned to the incomplete part of the response.
- B19.8 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B19.8.1 Notwithstanding B9.1, the Proponent may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B19.8.2 Notwithstanding B20.3, the City shall not be obligated to award any section to the responsible Proponent submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in its best interests. If the Proponent has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.
- 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.

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 Proponent, even though one or all of the Proponents 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 Proponent submitting the most advantageous offer, in accordance with B19.
- B20.4 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- 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
- 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.

D1.1 In addition to the *General Conditions*, 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 English Language Library Materials, Catalogue Records and optional processing for the period from May 25, 2016 until May 24, 2019 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 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 date of the Contract for the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

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

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

D2.3 Notwithstanding D2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2016.

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Goods;
- (b) "**Edifact**" means the transmission, message flow, document format, and software used to interpret the documents
- (c) "**Cataloguing**" means machine readable cataloguing records (MARC) created for the Integrated Library System (ILS). Catalogue records are downloaded into the ILS (Horizon 7.5.2) to allow library users access to any part of the information contained in a record for an item in the library.
- (d) "**Processing**" means preparing books for library shelves, including date stamping material and affixing the spine label and barcode on to books, CDs, and DVDs.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ms. Irmay Nikkel

Head of Support Services

Winnipeg Public Library

Telephone No.: 204 986-6485

Facsimile No.: 204 986-6729

E: inikkel@winnipeg.ca

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Notwithstanding 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

D6.2 **Bids Submissions must be submitted to the address in B7.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

SCHEDULE OF WORK

D8. COMMENCEMENT

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

D9. DELIVERY

- D9.1 Goods shall be delivered within an agreed upon time frame from the placing of an order, f.o.b. destination, freight prepaid to:

Millennium Library
Attn: Acquisitions Department
251 Donald Street – Street level loading dock (Donald Street is a one-way Southbound street)
Winnipeg, Manitoba
Canada R3C 3P5

- D9.1.1 No fuel surcharge shall apply.
- D9.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.3 The Contractor shall off-load goods as directed at the delivery location. 251 Donald Street, Millennium Library.

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.
- D10.2 The Contractor shall accept orders via EDIFACT and the library would prefer invoicing via EDIFACT.

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:
Acquisitions Department (3rd Floor)
c/o Millennium Library
251 Donald Street
Winnipeg, Manitoba
Canada R3C 3P5
- D12.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) purchase order line number;
 - (c) invoice date;
 - (d) invoice number;
 - (e) delivery address;
 - (f) title and quantity of goods delivered (books, cds, dvds, etc.);
 - (g) list price, discount and extension price of each item;
 - (h) contract number;
 - (i) the amount payable with GST, MRST, cataloguing, processing, freight, and any applicable environmental handling or other charges/fees identified and shown as separate amounts;
and
 - (j) 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 Bid Submissions must be submitted to the address in B7.

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

Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work. The supply and delivery of library materials shall be in accordance with Canadian copyright legislation including both the Act and corresponding regulations which can be found at the following link <http://laws-lois.justice.gc.ca/eng/acts/C-42/index.html>
- E1.2 The supply and delivery of library catalogue records must adhere to:
- (a) RDA (Resource Description & Access), or hybrid RDA and AACR2 (Anglo-American Cataloguing Rules);
 - (b) LCSH (Library of Congress Subject Headings);
 - (c) CSH (Canadian Subject Headings) where appropriate;
 - (d) MARC 21;
 - (e) DDC (Dewey Decimal Classification).
- E1.3 Further to B11, the Proponent shall have access to a sufficient supply base in order to meet order fulfillment requirements.
- E1.4 Proposed Order Fulfillment shall be in accordance with B10.
- E1.5 Any proposed system shall integrate with the library software system. Currently the library uses SirsiDynix Horizon version 7.5.2.
- E1.6 The Contractor shall accept orders via EDIFACT and the library may prefer invoicing via EDIFACT.
- E1.7 The Contractor shall coordinate ARP set-up as instructed by the Contract Administrator or designate.
- E1.8 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. LIBRARY SERVICES

- E2.1 The Library Services Division of the City of Winnipeg serves a diverse population of more than 660,000 people from a large central library (Millennium Library) and 19 branch libraries. Millennium Library is located at 251 Donald Street and it is the central purchasing body for all the branches. In 2015, Winnipeg Public Library's operating budget for materials was 3.148 million dollars.
- E2.2 Section A – Item 1: Books Adult – Non-fiction:
The adult nonfiction collection meets the diverse recreational and informational needs of the community Winnipeg Public Library serves. We purchase high-demand bestsellers, well reviewed critically acclaimed and popular titles.
- E2.2.1 Popular back list titles are also constantly reordered. Popular mid-list titles published by academic and medium to small presses that are written for a general audience, scores, books to assist with adult education and literacy and titles with Aboriginal themes are purchased. Certain collections are purchased as standing orders.
- E2.2.2 Books about local or regional subjects, including books published by local presses are also purchased.
- E2.2.3 We purchase materials in the following formats:
- (a) hardcover

- (b) trade paperback
- (c) mass market paperback

E2.3 Section B – Item 1: Books Adult – Fiction:

This collection consists of high-demand best sellers, genre fiction (mystery, fantasy and science fiction, inspirational, romance, westerns), graphic novels and manga, classic and contemporary literature, critically acclaimed and award-winning titles for adults.

E2.3.1 We purchase materials in the following formats:

- (a) hardcover
- (b) trade paperback
- (c) mass market paperback

E2.3.2 High-demand bestsellers go into our Express collection;

E2.3.3 We would like to explore the possibility of leased, shelf-ready materials for this collection, Automatic Release Plan (ARP) preferred.

E2.4 Section C – Item 1: Books Juvenile and Young Adult – Fiction and Non-Fiction:

This collection consists of high interest juvenile (up to grade 6) and teen (grades 7 – 12) fiction and non-fiction with priority given to prominent and renowned authors, classics, titles of lasting value and award-winners and popular non-fiction topics.

E2.4.1 The collection covers a range of reading levels and reflects a variety of genres including fantasy and science fiction, adventure, humour, mystery, historical fiction, sports fiction, contemporary realistic fiction, and inspirational fiction.

E2.4.2 We also purchase material in the following areas:

- (a) board books
- (b) hardcover picture books
- (c) mass market and trade paperbacks
- (d) graphic novels and manga
- (e) paperback picture books
- (f) kits (paperback picture books with CDs)

E2.4.3 Automatic Release Plan (ARP) for juvenile and teen series paperbacks, including graphic novels, preferred.

E2.5 Section D – Item 1: Audiovisual materials – Adult, Young Adult and Juvenile:

This collection consists of a variety of audiovisual formats, including DVDs, Blu-rays, CDs, Audiobooks, and Language Learning Kits.

E2.5.1 DVDs/Blu-rays: Feature films, including current high-interest titles, classics and foreign films, as well as selected PBS and TV series, NFB, music, travel, exercise and other educational and instructional topics, for children, teens, and adults.

E2.5.2 Music CDs: Popular music for all ages that reflects current tastes and local interest, including children's music, classical, pop, rock, jazz, country, sacred, film soundtracks, and nursery rhymes.

E2.5.3 Audiobooks: Popular fiction and nonfiction titles available on CD and MP3 CD, including classics and award-winning titles, for children, teens and adults.

E2.5.4 Language Learning Kits: For adults, language learning kits on CD or MP3 available at different learning levels and in a wide variety of languages; elementary language instruction for children in a variety of languages.

E2.6 Section E – Item 1: Books Adult – Large Type Fiction and Non-fiction:
This collection consists of popular adult large print books, including high-demand bestsellers, award winners, popular general and genre fiction (with an emphasis on mystery and romance titles), as well as some popular non-fiction and biographies.

E2.6.1 Automatic release plan (ARP) preferred.

E2.7 Section F – Item 1: Video Games – Young Adult and Juvenile:
This collection consists of video games rated E (for everyone) and T (for teens).

E2.7.1 The games include those that are popular, high demand, and well-reviewed for the following platforms, and for new platforms that may be released;

- (a) WiiU, Wii, PS3, PS4, Xbox One, and Xbox 360. Automatic Release Plan (ARP) preferred.

E3. REQUIREMENTS FOR CATALOGUING PROCESSING & COLLECTION DEVELOPMENT

E3.1 CATALOGUING SERVICES shall include:

- (a) full RDA compliant MARC records or RDA/AACR2 hybrid records (including contents notes where applicable) (see Appendix 1);
- (b) addition of up to 1 library specific series, subject or author tag for special collections;
- (c) creation of original records (including contents notes, where required);
- (d) attachment of library holdings including library barcode (linking to 959 tags) as required
- (e) cutter to follow the following rules: use the full last name or first word of the main entry for all material, regardless of format. Biography cutters to the subject. Music CDs require 3 letter secondary cutter for title;
- (f) must use Winnipeg Public Library local classification system as needed (see Appendix 1)

E3.2 PROCESSING SERVICES (**OPTIONAL –BONUS POINTS**) shall include:

- (a) date-stamping material with WPL supplied ownership/date stamp;
- (b) generation and placement of call number label according to library specifications, which includes a cutter (the author or main entry full last name or first full word) and 4 letter branch code (see Appendix 2);
- (c) placement of WPL supplied or proponent-created barcode;
- (d) placement of WPL supplied specialty labels (seasonal, special collection, etc.) as required (see Appendix 2);
- (e) creating pockets and affixing them to the material for extraneous material (ie. maps, cd's, dvds);
- (f) marking audiovisual discs with library-specified markings.

E3.3 COLLECTION DEVELOPMENT shall include:

- (a) Web-based interface for logon, browsing inventory, selecting inventory, downloading orders, and assigning orders (to multiple locations for delivery).
 - (i) access to web-based database with product information (bibliographic);
 - (ii) annotations and reviews and services such as carts and download capability;
- (b) notification of upcoming releases via publishers catalogues in paper or electronic format/website;
- (c) provision of information on upcoming releases for firm orders either monthly or at a minimum three (3) times yearly in February, June, and October;
- (d) provision of timely information on local and Canadian library materials for selection and purchase.