



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1079-2018**

**SUPPLY AND DELIVERY OF PHYSICAL AND DIGITAL FRENCH LANGUAGE  
LIBRARY MATERIALS AND CATALOGUE RECORDS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF PHYSICAL AND DIGITAL FRENCH LANGUAGE LIBRARY MATERIALS AND CATALOGUE RECORDS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 20, 2019.

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

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 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 Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

**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 B20.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices (Physical Items);
  - (c) Form B: Prices (Digital Content).
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Technical Plan (Section D) in accordance with B11
    - (i) Order fulfillment for materials further to B11.2;
    - (ii) Collection development and support services further to B11.3;
    - (iii) Platform further to B11.4;
    - (iv) End-user design further to B11.5;
    - (v) Cataloguing information and samples further to B11.6;
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.4 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including cataloguing samples for all categories listed in Form B:Prices (Physical Items and Digital Content), processing samples for all categories listed in Form B:Prices (Physical Items), and five (5) copies (copies can be in any size format) for sections identified in B7.1. All the submissions pertaining to the proposal (except samples) must be in the English language.
- B7.5 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 and services.
- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.7 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.
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.9 Proposals shall be submitted to:

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

B7.10 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

B8.1 The Proponent shall complete Form A: 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 12 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. 1 Sections A-D (provide as percentage), 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.

B9.2 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.

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. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing physical and/or digital French language library materials with catalogue records for three (3) projects of similar complexity, scope and value in the past three years. A minimum of one project should be from a Canadian public library similar in size to Winnipeg Public Library.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the proponent;
- (c) reference information (at least one current name with telephone number per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 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 Proponent and all Subcontractors.

## **B11. TECHNICAL PLAN (SECTION D)**

B11.1 Proponents should address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. All Proponents shall submit the following information in support of meeting the evaluation criteria. It is recommended that the Technical Plan be submitted following the format below (which should include, but not be limited to, the following points):

B11.2 ORDER FULFILLMENT

B11.2.1 The Proponents should provide:

- (a) evidence of ability to source and supply a wide range of French language physical and/or digital materials for section(s) bid;
- (b) Proponent's scope of coverage and any limitations and exclusions to the materials it is proposing to supply;
- (c) proposed turnaround time for delivery of materials;
- (d) proposed method of dealing with orders more than six (6) months old;

- (e) proposed method of dealing with damaged or defective physical material;
- (f) evidence of ability to adapt to the library's evolving requirements.

**B11.3 COLLECTION DEVELOPMENT AND SUPPORT SERVICES (Physical Items and Digital Content)**

**B11.3.1 The Proponent should provide:**

- (a) evidence of the ability to source and supply a wide range of French language current and backlist materials;
- (b) Proponent's scope of coverage and any limitations and exclusions to the materials its proposing to supply;
- (c) a clear description of the structure and service support for the selection of French materials, such as selection lists, websites, publisher's catalogues, etc.;
- (d) an outline of its ability to provide Automatic Release Plans (ARPs), further to E1.7;
- (e) hours of operation for technical and customer service support for City of Winnipeg Library staff and to library customers, indicating contacts, Business days and times available (Central Time);
- (f) samples of all available reports, including delays, cancellations, etc.;
- (g) proposed invoicing protocol;
- (h) DIGITAL CONTENT ONLY: description of the Proponent's selection model for available content (e.g. subscription packages, individual title selection, etc.)
  - (i) In the case of individual title selection, describe the selection process and tools available (including features such as review sources, duplicate check, hold limit notification, expiring content notification, etc.);
- (i) DIGITAL CONTENT ONLY: a description of how the Proponent acquires content that will be made available to the City; include information on the scope of content, including age levels, publishers, etc. If possible, provide electronic access to a current list of titles that are provided.
- (j) DIGITAL CONTENT ONLY: The Proponent should provide approximate quantity of eBook and eAudiobook titles offered on Form B: Prices.
- (k) DIGITAL CONTENT ONLY: detailed information on the Proponent's current licensing agreements with publisher/suppliers for digital content and services.

**B11.4 PLATFORM (Digital Content)**

**B11.4.1 The Proponent should provide:**

- (a) a description of the Proponent's ability to suppress or turn off features and/or collections, and include multiple permission levels for viewing, ordering, reports, etc.;
- (b) specification as to the method in which the streaming and/or downloadable media are delivered and which, if any, specific software requirements for accessing or viewing are required;
- (c) specification as to whether the Proponent uses OCLC EZProxy or SIP2 authentication with an SSH tunnel for library card authentication, and if the service can conduct a Horizon-authenticated active user check.
  - (i) Specification as to the Proponent's ability to maintain Winnipeg Public Library borrower rules, i.e. customers may not borrow materials if their account balance is over a specified amount;
  - (ii) description of the Proponent's ability to turn off authentication during an outage, including details.
- (d) a statement of the Proponent's ability to provide unlimited 24-hour remote access for customers, as well as in-library use, and identification of any associated conditions or restrictions on use;

- (e) the Proponent's policy on customer confidentiality, as well as a guarantee that the Proponent will never send promotional or related emails to customers unless they specifically request it;
- (f) the Proponent's storage requirements for Winnipeg Public Library customer data (library card number and PIN), where the data is stored (Canada or elsewhere), and how.

**B11.5 END-USER DESIGN (Digital Content)**

**B11.5.1** The Proponent shall provide:

- (a) a description of the user experience in searching and streaming and/or downloading eBooks and/or eAudiobooks from the Proponent, including whether the Proponent's service has a mobile app available, what type of devices the app is compatible with, and how the app can be accessed by mobile devices;
- (b) specification as to the terms of access and circulation model for a downloadable eBook and/or eAudiobook, including checkout length and number of simultaneous users, as well as the identification of any associated conditions, costs or restrictions.

**B11.6 CATALOGUING (Physical Items and/or Digital Content)**

**B11.6.1** The Proponent shall provide:

- (a) cataloguing source information;
- (b) samples of French language original cataloguing for each section bid, further to E4.1
- (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
- (f) **DIGITAL CONTENT ONLY:** description of the Proponent's ability to maintain integration and compatibility with the current version and all future versions of the SirsiDynix Integrated Library System (ILS) Horizon (version 7.5.3) and the OPAC Enterprise online catalogue (version 4.5).
- (g) **DIGITAL CONTENT ONLY:** description of the Proponent's availability of a SirsiDynix eResource Central hook for collections, as an alternative to cataloguing records.

**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) De Marque provided quote for CANTOOK Station digital loan platform license.

**B13. CONFLICT OF INTEREST AND GOOD FAITH**

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

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

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

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

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

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

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

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

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

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

## **B14. QUALIFICATION**

**B14.1** The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B14.4 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.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount for each Section of the successful Proponent and their address(es) 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/>
- B15.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 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.
- B17.1.1 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.
- B17.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 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 12 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 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 B16.2 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.

## **B18. INTERVIEWS**

- B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B18.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)

- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14:  
(pass/fail)
  - (c) Bid Price; **40 points**
    - (i) Physical Items:
      - ◆ % discount on materials ordered 35 points
      - ◆ cataloguing per title 5 points
    - (ii) Digital Content
      - ◆ Average cost/item for 26 uses 30 points
      - ◆ Platform fee 7 points
      - ◆ Cataloguing charges 3 points
  - (d) Experience of Proponent and Subcontractors; (Section C) **5 points**
  - (e) Technical Plan (Section D) **55 points**
    - (i) Order fulfillment (Physical Items and/or Digital Content) 15 points
    - (ii) Collection development and support services  
(Physical Items and/or Digital Content) 20 points
    - (iii) Platform (Digital Content) 10 points
    - (iv) End-user design (Digital Content) 5 points
    - (v) Cataloguing ((Physical Items and/or Digital Content)) 5 points
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c) where the Bid Price exceeds the funds stated in D2.2, the City may determine that no award will be made in accordance with B21.2.1(a).
- B20.4.1** Further to B20.1(c)(i), the Bid Price (Physical Items) for each Section shall be the sum of approx. dollar value annually multiplied by the percent (%) discount on list price on Form B: Prices plus unit prices for items 2.
- B20.4.2 Further to B20.1(c)(ii), the Bid Price (Digital Content) shall be the sum of average cost/item for 26 uses plus platform fee plus cataloguing charges.
- B20.5 Further to B20.1(d), Experience of the Proponent will be evaluated in accordance with B10.
- B20.6 Further to B20.1(e), Technical Plan will be evaluated in accordance with B11.
- B20.7 This Contract may be awarded in sections as identified on Form B: Prices (Physical Items and Digital Content).
- B20.7.1 Notwithstanding B20.7, the Proponent may, but is not required to, bid on any one or more sections on Form B: Prices.
- B20.7.2 Notwithstanding B21.3, 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 all sections, 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 a section upon which he/she has not bid.

B20.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

**B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.

B21.3 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 B20.

B21.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B21.5 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

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 physical and digital French language library materials and catalogue records for two years from the date of award, 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 ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on <sup>^</sup>of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The funds available for this Contract are \$95,000.00 for each of the two years broken down as:

- (a) Section A (French Language Books, Adult Fiction & Non-Fiction, Regular and Large Print, including all cataloguing and processing charges) \$21,000.00;
- (b) Section B (French Language Books, Juvenile & Young Adult Fiction & Non-Fiction, including all cataloguing and processing charges) \$41,000.00
- (c) Section C (French Language DVD/Blu-ray, Adult, Young Adult & Juvenile, including all cataloguing and processing charges) \$4,500.00
- (d) Section D (French Language Audiobook, Music CD & Language Learning Kit, Adult, Young Adult & Juvenile, including all cataloguing and processing charges) \$2,300.00
- (e) Section E (French Language eAudiobooks, Downloadable & Streaming, including all cataloguing charges) \$9,000.00
- (f) Section F (French Language eBooks, Downloadable & Streaming, including all cataloguing charges) \$17,200.00

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

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

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

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) **“Cataloguing”** means machine readable cataloguing records (MARC) created for the Integrated Library System (ILS). Catalogue records are downloaded into the ILS (Horizon 7.5.3) to allow library users access to any part of the information contained in a record for an item in the library.
- (b) **“Edifact”** means the transmission, message flow, document format, and software used to interpret the documents;
- (c) **“Processing”** means preparing physical materials for library shelves, including date stamping material and affixing the spine label and barcode on to books, CDs, and DVDs/Blu-rays.
- (d) **“Proponent”** means any Person or Persons submitting a Proposal for Goods;
- (e) **“WPL”** means Winnipeg Public Library;

### **D4. CONTRACT ADMINISTRATOR**

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

### **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.

### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 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.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

### **SUBMISSIONS**

#### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## SCHEDULE OF WORK

### D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.16.
  - (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  
251 Donald Street – Street level loading dock (Donald Street is a one-way Southbound street)  
Winnipeg, Manitoba  
Canada R3C 3P5
- D9.2 In the case where digital content is ordered by WPL, goods shall be made available on the Proponent's website and/or platform within 48 hours of the placing of an order.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load goods as directed at the delivery location.

## MEASUREMENT AND PAYMENT

### D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:  
Acquisitions(3rd Floor)  
c/o Millennium Library  
251 Donald Street  
Winnipeg, Manitoba  
Canada R3C 3P5  
Facsimile No.: 204 986-6729  
Email: [addresses will be supplied when contract is awarded](#)
- D10.2 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, quantity of good delivered, and format (books, CDs, DVDs, eBooks, etc.);;
- (g) list price, discount and extension price of each item;
- (h) cataloguing and/or processing fees (if not invoicing separately);
- (i) contract number;
- (j) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (k) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

**D11. PAYMENT**

D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D12. PAYMENT SCHEDULE**

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D13. WARRANTY**

D13.1 Notwithstanding C11, Warranty is not applicable to this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.3 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; <https://laws-lois.justice.gc.ca/eng/acts/C-42/index.html> (English) or <https://laws-lois.justice.gc.ca/fra/lois/C-42/index.html> (French).
- E1.4 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) RVM (Répertoire de vedettes-matière);
  - (c) MARC 21;
  - (d) DDC (Dewey Decimal Classification).
- E1.5 Any proposed system shall integrate with current and future library software system. Currently WPL uses SirsiDynix Horizon version 7.5.3 and Enterprise online catalogue version 4.5.
- E1.6 The Contractor shall accept orders via EDIFACT and WPL may prefer invoicing via EDIFACT.
- E1.7 The Contractor shall coordinate ARP set-up as instructed by the Contract Administrator or designate.

#### **E2. LIBRARY SERVICES**

- E2.1 The Library Services Division of the City of Winnipeg serves a diverse population of more than 718,000 people from a large central library (Millennium Library) and 19 branch libraries, including one branch library designated as the French language branch library (St. Boniface). According to the 2016 Census Profile, 80,905 people have a working knowledge of French in Winnipeg (<https://bit.ly/2FIFeGU>).
- E2.2 Millennium Library is located at 251 Donald Street and it is the central purchasing body for all the branches.
- E2.3 In 2018, WPL's operating budget for materials was \$3,148,000.00. The anticipated budget for physical French language library materials listed in Form B:Prices (Physical Items) for fiscal year 2019 is \$68,800. The anticipated budget for digital French language library materials listed in Form B:Prices (Digital Content) for fiscal year 2019 is \$26,200.

#### **E3. GOODS**

- E3.1 The Contractor shall supply physical and digital French language library materials and catalogue records in accordance with the requirements hereinafter specified.
- E3.2 Section A – Item 1: French Language Books – Adult Fiction & Non-Fiction, Regular Print:
- E3.2.1 The collection includes in-demand and well-reviewed French language fiction and non-fiction books that meet the diverse recreational and information needs of the French-speaking community WPL serves. High-demand bestsellers, award-winners, critically

reviewed, and local or regional scope books are of particular interest. The collection also contains French language translations of books originally produced in other languages.

E3.2.2 We purchase materials in the following formats:

- (a) hardcover
- (b) trade paperback

E3.3 Section A – Item 2: French Language Books – Adult Fiction & Non-Fiction, Large Print:

E3.3.1 The collection consists of popular general and genre fiction, as well as some popular non-fiction and biographies.

E3.4 Section B – Item 1: French Language Books – Juvenile & Young Adult Fiction & Non-Fiction:

E3.4.1 The collection consists of high interest juvenile (up to grade 6) and teen (grades 7-12) fiction and non-fiction with a priority given to prominent and renowned authors, classics, titles of lasting value and award-winners and popular non-fiction topics.

E3.4.2 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.

E3.4.3 We purchase materials in the following formats and areas:

- (a) board books
- (b) hardcovers
- (c) mass market and trade paperbacks
- (d) picture books (hardcover and paperback)
- (e) beginner readers
- (f) early reader fiction
- (g) graphic novels and manga
- (h) kits (paperback picture books with CDs)

E3.5 Section C - Item 1: French Language DVD/Blu-ray – Adult, Young Adult & Juvenile:

E3.5.1 The collection consists of high interest, classic and critically acclaimed French language feature films, as well as educational, instructional, documentary and literature-based DVDs and Blu-rays, for adults, teens and children. Feature films include well-reviewed or award-winning popular releases.

E3.6 Section D – Item 1: French Language Audiobook, Music CD and Language Learning Kit – Adult, Young Adult & Juvenile:

E3.6.1 Audiobooks: popular fiction and non-fiction titles available on CD and/or MP3 CD, including classics and award-winning titles, for children, teens and adults.

E3.6.2 Music CDs: popular recorded French language/French produced music for all ages that reflects current tastes and local interest, including children's music, classical, pop, rock, jazz, country, sacred, film/television soundtracks, and nursery rhymes.

E3.6.3 Language Learning Kits: for adults, teens, and children, language learning kits on CD or MP3 available at different learning levels and in a variety of languages; particular emphasis is on kits for customers wanting to learn French.

E3.7 Section E – Item 1: French Language eAudiobooks Downloadable – Adult, Young Adult & Juvenile:

E3.7.1 The collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults, young adults and children (0-12 years) that can be downloaded to a computer tablet, mobile device or MP3 player, depending on the source and file format, in French.

- E3.8 Section E – Item 2: French Language eAudiobooks Streaming – Adult, Young Adult & Juvenile:
- E3.8.1 The collection consists of digital audio recordings of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults, young adults and children (0-12 years) that can be streamed to a computer, tablet, mobile device or MP3 player, depending on the source and file format, in French
- E3.9 Section F – Item 1: French Language eBooks Downloadable – Adult, Young Adult & Juvenile:
- E3.9.1 The collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults, young adults and children (0-12 years) that have been optimized for reading online and can be downloaded to a computer, tablet, eReader or mobile device, in French.
- E3.10 Section F – Item 2: French Language eBooks Streaming - Adult, Young Adult & Juvenile:
- E3.10.1 The collection consists of digital versions of bestselling, high-demand, well-reviewed, critically acclaimed and popular titles for adults, young adults and children (0-12 years) that have been optimized for reading online and can be streamed to a computer, tablet, eReader or mobile device, in French.

#### **E4. REQUIREMENTS FOR CATALOGUING & COLLECTION DEVELOPMENT**

- E4.1 Notwithstanding B11.6. CATALOGUING SERVICES shall include:
- (a) full FRENCH LANGUAGE RDA compliant MARC records or RDA/AACR2 hybrid records (including contents notes when applicable) (see Appendix 1);
  - (b) addition of up to 1 library specific series, subject or author tag for special collections;
  - (c) creation of French language original records (including contents notes, where required);
  - (d) attachment of library holdings (linking to 959 tags) or 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):
- E4.2 For Digital Content only: be capable to continue to support the following browsers:
- (a) Chrome
  - (b) Edge
  - (c) Firefox
  - (d) I.E.
  - (e) Safari
- E4.3 For Digital Content only: be capable to support the following operating systems:
- (a) Google's Android OS
  - (b) Apple's IOS
  - (c) Microsoft's Windows Mobile OS.
- E4.4 For Digital Content only: have the ability to integrate with SirsiDynix Enterprise version 4.3, version 4.5.2 and future versions, and SirsiDynix Horizon version 7.5.2, version 7.5.3 and version 7.5.4 and future versions.