



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1069-2014

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 9, 2014.

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Further to B10, the Bidder should submit with the bid, the Company background information including description of experience with specific material types the bidder is proposing;
 - (d) Further to B10, the bidder should submit with the bid, a minimum of three (3) references including contact name and phone number for which similar work has been successfully completed within the last 5 years. At least one (1) reference should be from a public library similar in size to the Winnipeg Public Library;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- 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

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;

- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

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

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. BIDDER'S WORK PLAN

B10.1 The Work requires access to a sufficient supply base in order to fulfill order delivery requirements. Bidders are advised to address each area in sufficient depth to show clearly how effectively the Work could be done. All bidders are requested to submit the following information in support of meeting the evaluation criteria. Please reply point for point and It is recommended that the Work Plan be submitted following the format below.

ORDER FULLFILLMENT PROCESS

- B10.2 The bidder shall describe its Order fulfillment process, including but not limited to:
- (a) evidence of ability to source and supply a wide range of French language current and backlist materials for each section;
 - (b) bidder'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 material;
 - (f) ability of the bidder to adapt to the library's evolving requirements.

CATALOGUING PROCESS

- B10.3 The bidder shall describe its Cataloguing process (further to E4.1), including but not limited to:
- (a) provide cataloguing source information;
 - (b) provide samples of French language original cataloguing and copy cataloguing;
 - (c) provide description of authority control if available;
 - (d) provide details on incorporation of item/copy level information in bibliographic record;
 - (e) provide proposed timeline for electronic delivery of catalogue records for original and copy catalogue records;

PROCESSING

- B10.4 The bidder should describe its Processing process (further to E4.2) including but not limited to:
- (a) description of processing abilities.

COLLECTION DEVELOPMENT

- B10.5 The bidder shall describe its Collection development services (further to E4.3), including but not limited to:
- (a) a clear description of the structure and service support for the selection of materials such as hotlists, websites, publisher's catalogues, etc.;

- (b) hours of operation for technical and customer service support for City of Winnipeg Library indicating contacts, business days and times available;
- (c) samples of all available reports including delays, cancellations, etc.;
- (d) proposed invoicing protocol.
- (e) A web-based interface that would allow logon, browsing inventory, selecting inventory, downloading orders, and assigning orders (to multiple locations for delivery) would be considered an asset

ORDERING

B10.6 The bidder shall describe its Ordering ability, including but not limited to:

- (a) The ability to order prepublication materials.

B11. QUALIFICATION

B11.1 The Bidder shall:

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

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

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposals will not be opened publicly.

B12.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B14. WITHDRAWAL OF OFFERS

B14.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 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.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
 - (i) mandatory qualifications (pass/fail);
- (c) percent discount on list price 40 pts;
- (d) Bidders Work Plan, pursuant to B10: 60 pts
 - Order Fulfillment B10.2 24 pts;
 - Cataloguing B10.3 15 pts;
 - Processing B10.4 0 pts;
 - Collection Development Services B10.5 20 pts
 - Ordering Ability B10.6 1 pts
- (e) economic analysis of any approved alternative pursuant to B6;

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.

B17.4 Further to B17.1(c), the highest Percent Discount on List Price bid from Form B: Prices for Section A, items 1,2 will be assigned 15pts.; Section B item 4 will be assigned 15 pts.; Section C item 7 will be assigned 6 pts.; Section D item 10 will be assigned 4 pts.

B17.5 Further to B17.1(d), a maximum of 60 points total shall be assigned to the Work Plan, which shall include but not be limited to the information requested therein, and which total points shall be distributed amongst the following noted in B17.1(d).

B17.6 This Contract will be awarded as a whole.

B17.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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.

- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B17.
- B18.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B18.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.6 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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of French language library materials and catalogue records (for the City of Winnipeg libraries) from the date of award to a period of 24 months.

D2.1.1 The City may negotiate four (4) mutually agreed upon two (2) year extension options 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 at the expiry of the initial period. 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 Notwithstanding 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 D2.10, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2014.

D2.4 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) **"Edifact"** means the transmission, message flow, document format, and software used to interpret the documents.
- (b) **"Cataloguing"** means machine readable cataloguing records (MARC) created for the Library Integrated Library System (ILS). Cataloguing records are downloaded into the ILS (Horizon 7.4.2) to allow library users access to any part of the information contained in a record for an item in the library. This allows users to know exactly where materials meeting their specific need can be found.
- (c) **"Processing"** means preparing books for library shelves, including date stamping material and affixing the spine label and barcode onto books, CDs, and DVDs.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Ms. Betty Parry
Administrative Coordinator, Public Services and Collection Development

251 Donald Street, Winnipeg MB R3C 3P5
Telephone No.: (204) 986-5002
Facsimile No.: (204) 986-6729

D4.2 Bids Submissions must be submitted to the address in B7.8.

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

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 on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 251 Donald Street, 3rd floor - Acquisitions.
(a) Orders will be placed by the Contract Administrator or designate.
- D9.2 Goods shall be delivered between 8:30 a.m. and 4:15 p.m. on Business Days.
- D9.3 The Contractor shall off-load goods as directed at the delivery location.

D10. ORDERS

- D10.1 Orders will be placed electronically 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 Winnipeg Public Library requires individual invoices for each shipment, not to exceed 50 lines per invoice.
- D12.1.1 Firm orders and special orders shall be invoiced separately from each other.
- D12.2 the Contractor shall submit an invoice for each shipment delivered to:

Winnipeg Public Library
Attn: Acquisitions
251 Donald Street, 3rd Floor
Winnipeg, MB R3C 3P5
- D12.3 Invoices must be in Canadian funds and clearly indicate, as a minimum:
(a) vendor's full name;
(b) remittance address, telephone number, fax number; email address;
(c) Winnipeg Public Library name and address
(d) invoice number;
(e) Invoice date;
(f) Winnipeg Public Library customer number or account number;
(g) the vendor's GST registration number
- D12.4 Each title that is invoiced shall include:
(a) purchase order line number;

- (b) ISBN;
- (c) title;
- (d) author (optional);
- (e) quantity shipped;
- (f) quantity on back-order;
- (g) unit price;
- (h) discount;
- (i) extended price (after discount multiplied by number of copies);
- (j) the amount payable with GST and MRST shown as separate amounts; and
- (k) total items shipped.

D12.5 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Each User shall submit individual invoices for each shipment.

D13.2 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made 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.
- E1.4 The supply and delivery of library catalogue records must adhere to:
- (a) AACR2 (Anglo-American Cataloguing Rules) for pre-2013 catalogued material;
 - (b) RDA (Resource Description and Access) for 2013 and later catalogued material;
 - (c) RVM (Répertoire de vedettes-matière)
 - (d) MARC 21;
 - (e) DDC (Dewey Decimal Classification).
- E1.5 Any proposed system shall integrate with the library software system.
- E1.6 The Contractor shall accept orders via EDIFACT.

E2. HISTORY

- E2.1 The Library Services Division of the City of Winnipeg serves a diverse population of more than 600,000 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). Millennium Library is located at 251 Donald Street and it is the central purchasing body for all the branches. In 2013 Winnipeg Public Library's operating budget for French language materials was approximately \$49,000.00

E3. LIBRARY SERVICES

- E3.1 Section A – Item 1 &2: French Language Books Adult – Fiction, Non-fiction in Regular and Large Print formats:
- (a) The collection includes in-demand and well-reviewed French language fiction and non-fiction books on a wide variety of informational and recreational subjects. The collection must meet the diverse needs of the community, with priority given to popular topics. Award winning or critically reviewed authors, as well as books of local or regional scope are of particular interest. The collection may also contain French language translations of books originally produced in other languages. The range of materials is based on a branch's level of service; as the only French language branch, St. Boniface Library functions as a system resource and has greater collection depth. The French language Large Print collection consists of popular adult large print books, including high-demand bestsellers, award winners, popular general and genre fiction, as well as some popular non-fiction and biographies.
- E3.2 Section B – Item 4: French Language Books Juvenile and Young Adult – Fiction, Non-Fiction and Board Books:
- (a) This collection consists of a wide variety of best-selling and popular standalone titles for children (ages 0-12) and teens (ages 13-17), as well as high interest juvenile (up to grade 6) and teen (grades 7 – 12) fiction, with priority given to prominent and renowned authors, classics, titles of lasting value and award-winners. Titles cover a range of reading levels;

board books, pictures books, beginner readers, easy readers, and fiction/non-fiction. 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, graphic novels and manga.

E3.3 Section C – Item 7: French Language DVD/BLU-RAY – Adult, Young Adult and Juvenile

- (a) This collection consists of high interest, classic and critically acclaimed French language feature films, as well as educational, instructional, documentary and literature-based DVDs. Feature films include well-reviewed or award-winning popular releases.

E3.4 Section D – Item 10: French Language Music CD – Adult, Young Adult, and Juvenile

- (a) This collection consists of well-reviewed and award-winning recorded French language/French produced music representing many musical genres and broad range of tastes. Collection reflects current tastes and popularity; local or regional performers are of particular interest.

E4. REQUIREMENTS FOR CATALOGUING, PROCESSING AND COLLECTION SERVICES,

E4.1 Notwithstanding B10.3, CATALOGUING SERVICES shall include:

- (a) full FRENCH LANGUAGE MARC records (including contents notes where applicable);
- (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) must use Winnipeg Public Library local classification system as needed (3 letter cutter indicates title of CD):

(i) Example: DC POP ZAZIE ZA7

(ii) Example: DC ROCK BELANGER CHI

E4.2 Notwithstanding B10.4, PROCESSING SERVICES should include:

- (a) date-stamping material with WPL supplied ownership/date stamp;
- (b) generation and placement of call number label, which includes a 4 letter branch code;
- (c) placement of WPL supplied barcode;
- (d) placement of WPL supplied specialty labels as required;
- (e) laminating book dust jackets;
- (f) creating pockets for extraneous material (ie. maps, cd's, dvds);

E4.3 Notwithstanding B10.5, COLLECTION DEVELOPMENT SERVICES shall include:

- (a) access to web-based database with product information (bibliographic);
- (b) annotations and reviews and services such as carts, download capability;
- (c) notification of upcoming releases via publishers catalogues in paper or electronic format/website;
- (d) provide ability to place pre-orders for upcoming releases for material in all formats – desirable but not required;
- (e) provide information on upcoming releases for firm orders either monthly or at a minimum three (3) times yearly in February, June, and October;
- (f) provide timely information on local and Canadian library materials for selection and purchase.